

San Ysidro School District Governing Board

AGENDA

Thursday

September 10, 2015

Closed Session: 4:30 p.m.-6:00 p.m.

Open Session: 6:00 p.m.

WELCOME

Welcome to the meeting of the San Ysidro School District Governing Board. As a courtesy to others, we ask that you turn the volume off on your cell phones and put them on vibrate during the Board meeting. Your cooperation is appreciated.

Multicultural Complex
4345 Otay Mesa Road
San Ysidro

GENERAL ADMINISTRATION

SAN YSIDRO SCHOOL DISTRICT
4350 Otay Mesa Road San Ysidro, CA 92173
Phone Number: (619) 428-4476 Fax Number: (619) 428-1505

REGULAR MEETING OF THE GOVERNING BOARD
THURSDAY, MAY 14, 2015
CLOSED SESSION: 4:30 p.m. – 6:00 p.m.

Pursuant to Government Code Section 54956 and Education Code Section 35144, the Regular Meeting of the Governing Board was held on Thursday, May 14, 2015, with Closed Session held at 4:30 p.m. to 6:00 p.m., and reconvened into Open Session at 6:00 p.m. to conduct its business meeting at Vista Del Mar School, 4885 Del Sol Blvd, San Diego, CA 92154. Closed Session was conducted in accordance with applicable sections of California Law.

THIS MEETING WILL BE TAPE RECORDED

MINUTES

1. **CALL TO ORDER** Who: President Martinez Time: 4:33 p.m.

2. **ROLL CALL** by Mr. Edward Velasquez- Interim Superintendent & Secretary to the Board
 - Mr. Antonio Martinez, President
 - Mr. Marcos A. Diaz, Vice-President
 - Mr. Rodolfo Linares, Clerk
 - Mr. Jose F. Barajas, Member
 - Mrs. Luciana Corrales, Member

3. **PUBLIC COMMENT/COMMUNICATIONS ON CLOSED SESSION ITEMS**
 - None at this time.

 - Member Barajas made the motion to recess to Closed Session, seconded by Clerk Linares. The vote was unanimous.

4. **GOVERNING BOARD – RECESSED to CLOSED SESSION at 4:34 p.m. in accordance with section 54954.5 regarding:**
 - 4.1 **CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION:**
 - Government Code section 54956.9(a) and (d)(1)
 - Name of Case: San Ysidro School District v. Stutz Artiano Shinoff & Holtz, APC
 - San Diego Case No. 2015-00009253-CU-PN-CTL

 - 4.2 **CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION:**
 - Government Code section 54956.9(a) and (d)(1)
 - Name of Case: San Ysidro School District v. Manuel Paul
 - San Diego Case No. 37-2015-00003840-CU-NP-CTL

 - 4.3 **GOVERNMENT CODE SECTION 54957**
 - PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT

 - 4.4 **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:**
 - Significant exposure to litigation pursuant to Government Code section 54956.9(d)(2) and (e)(1): 1 case

RECONVENED into OPEN SESSION at 6:00 p.m. to take action on items discussed in closed session, or to make disclosures of action taken in closed session, if any, as required by Government Code section 54957.7 and section 54957.1.

The Board took the following action in Closed Session:

- 4.1 CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION:**
Government Code section 54956.9(a) and (d)(1)
Name of Case: San Ysidro School District v. Stutz Artiano Shinoff & Holtz, APC
San Diego Case No. 2015-00009253-CU-PN-CTL – Information provided by Legal Counsel. No action taken.
- 4.2 CONFERENCE WITH LEGAL COUNSEL-PENDING LITIGATION:**
Government Code section 54956.9(a) and (d)(1)
Name of Case: San Ysidro School District v. Manuel Paul
San Diego Case No. 37-2015-00003840-CU-NP-CTL - Information provided by Legal Counsel. No action taken.
- 4.3 GOVERNMENT CODE SECTION 54957**
PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT – Received information from Superintendent regarding pending investigation. No action taken.
- 5. CALL TO ORDER** Who: President Martinez Time: 6:00 p.m.
- 6. ROLL CALL** by Mr. Edward Velasquez- Interim Superintendent & Secretary to the Board
Mr. Antonio Martinez, President
Mr. Marcos A. Diaz, Vice-President
Mr. Rodolfo Linares, Clerk
Mr. Jose F. Barajas, Member
Mrs. Luciana Corrales, Member
- 7. FLAG SALUTE** by Edward Velasquez, Interim Superintendent
- 8. CONFERENCE SESSION**
Reports/Presentations
 - 8.1 Teacher of the Year
 - 8.2 Classified Employee of the Year
 - 8.3 Third Interim 2014-2015
 - 8.4 Language In Play
- 9. PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS**
Pat Manley, SYEA, 1) Thanked Board for turning district around. 2) Asked Board to use the same diligence in finding a superintendent.
Mark Freed, Otay Mesa Community Planning Group, 1) Commented that there are two areas in Otay Mesa that will be residential villages and have three place holders for schools. 2) Would like to open and maintain a good dialogue with the Board as far as the needs and wants, and what we need to look for in regards to the place holders within both of the village areas. 3) Would like someone to be assigned to have regular dialogue and to attend subcommittee meetings.
Marianna Saponara, 1) Commented that the district needs a retirement event for teachers and classified.

Guadalupe Salazar, Parent, 1) Commented that she would like parents notified of the Board meetings and have translation at the meetings.

Frank Vega, RBC Capital Markets, 1) Shared an update on the bonds.

PLEASE SUBMIT PUBLIC COMMENT FORMS PRIOR TO START OF MEETING

Per Board Policy #9323, three (3) minutes may be allotted to each speaker and five (5) minutes for organizations to address **all of their items**. If translation services are required, please state that, and an additional one (1) minute will be allotted. **Approach the lectern and give your name and address.**

The public has the opportunity to address the Board on any item appearing on the agenda or not on the agenda. Persons wishing to address the Board are asked to fill out a **Public Comment Form** located at the sign-in area, and submit the completed form to the administrative assistant prior to start of meeting.

Those who have a group concern are encouraged to select a spokesperson to address the Board. A copy of the full agenda is available for view at the Superintendent’s Office located at 4350 Otay Mesa Road, San Ysidro, California. Also, at the district website: www.sysd.k12.ca.us

10. GENERAL ADMINISTRATION

10.1 MINUTES

The Board approved the minutes of the Special Board meetings of February 7, 2015 and January 27, 2015.

Motion: Diaz Second: Linares Vote: Unanimous

10.2 THIRD INTERIM REPORT 2014-2015

The Board approved the 2014-2015 Third Interim Financial Report for the period ending April 30, 2015.

Motion: Diaz Second: Linares Vote: Unanimous

10.3 OPEN PUBLIC HEARING TO APPROVE RESOLUTION #14/15-3119 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS (SFNA) FOR IMPOSITION OF ALTERNATIVE SCHOOL FEES ON NEW RESIDENTIAL DEVELOPMENT

The Board opened Public Hearing to approve Resolution No.14/15-3119 approving the SFNA and adopting the Level II and Level III Fees for residential development identified therein.

Motion: Linares Second: Barajas Vote: Unanimous

10.4 CLOSE PUBLIC HEARING TO APPROVE RESOLUTION #14/15-3119 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS (SFNA) FOR IMPOSITION OF ALTERNATIVE SCHOOL FEES ON NEW RESIDENTIAL DEVELOPMENT

The Board closed Public Hearing to approve Resolution No.14/15-3119 approving the SFNA and adopting the Level II and Level III Fees for residential development identified therein.

Motion: Linares Second: Barajas Vote: Unanimous

10.5 RESOLUTION #14/15-3119 APPROVING A SCHOOL FACILITIES NEEDS ANALYSIS (SFNA) FOR IMPOSITION OF ALTERNATIVE SCHOOL FEES ON NEW RESIDENTIAL DEVELOPMENT –

The Board approved Resolution No.14/15-3119 approving the SFNA and adopting the Level II and Level III Fees for residential development identified therein.

Motion: Barajas Second: Linares Vote: Unanimous

10.6 RESOLUTION

The Board adopted Resolution No. 14/15-0009 Regarding Local Ordinance Allowing Medical Marijuana Dispensaries.

Motion: Linares Second: Martinez Vote: Unanimous

10.7 RESOLUTION

The Board Adopted Resolution No. 14/15-0010 declaring May 2015 as Asian Pacific American Heritage Month.

Motion: Diaz Second: Corrales Vote: Unanimous

10.8 MEMORANDUM OF UNDERSTANDING BETWEEN THE SAN YSIDRO EDUCATION ASSOCIATION (SYEA) AND SAN YSIDRO SCHOOL DISTRICT (DISTRICT)

The Board approved Memorandum of Understanding between the San Ysidro Education Association (SYEA) and San Ysidro School District.

Motion: Linares Second: Diaz Vote: Unanimous

10.9 ECOBUSINESS ALLIANCE – Tabled for next meeting.

Superintendent's discussion/action regarding reduction of energy costs.

Motion: _____ Second: _____ Vote: _____

11. CONSENT CALENDAR

The Board approved the Consent Calendar with the following changes:

- 1) Pulled consent items *11A.1, *11B.1, *11B.2 and *11.B16 for discussion and to be voted on separately.

Motion: Linares Second: Diaz Vote: Unanimous

11 A. CURRICULUM & INSTRUCTION

11A.1 8th GRADE FIELD TRIP TO CROWN COVE AQUATIC

The Board approved the 8th Grade students from Ocean View to attend the 8th grade promotion celebration trip to Crown Cove Aquatic in Coronado with a cost not to exceed \$1,440.00.

Motion: Barajas Second: Diaz Vote: Unanimous

11A.2 8th GRADE FORMAL AT PIER 32

The Board approved the 8th Grade students from Ocean View to attend the 8th grade formal trip at Pier 32 in National City with a cost not to exceed \$1,500.00.

11A.3 8TH GRADE TRIP TO KNOTTS BERRY FARM

The Board approved/ratified Willow School 8th grade eligible students to go on field trip to Knott's Berry Farm as part of their 8th grade promotion activities on June 1, 2015 at a cost not to exceed \$3,130.00.

11A.4 STAFF DEVELOPMENT

The Board approved/ratified the attendance to the following workshops/trainings/events listed.

PARTICIPANT(S)	EVENT	PLACE	FROM/TO	COST	FUNDING
Norma Adame,	17 th Annual	La Jolla, CA	May 7, 2015	\$380.	Categorical & General Funds
Elva DeBaca, Ana	“Celebrating Leadership in Biliteracy”				
Magallanes, Sylvia	Leadership in Biliteracy”				
Cervantes, Martin	Symposium				
Galante, Willow					
PTA parents: Maida Gonzalez, Viviana Blanco & Rosa Alvarez					

11B. BUSINESS

11B.1 PURCHASE ORDER REPORT

The Board approved/ratified purchase order numbers:

General Fund: A61045-A61059, A61061-A61075, A61077-A61091, A61094-A61109, A61111-A61143, A61145-A61149, A61151-A61155, A61159-A61164, A61167, A61171-A61173, A61175-A61180

Child Development Fund: A61157-A61158

Cafeteria Fund: A61060, A61076, A61110, A61150, A61156, A61165-A61166, A61168-A61170, A61174

Building Fund: A61092-A61093, A61144

Motion: Linares Second: Barajas Vote: Unanimous

11B.2 EXPENDITURE REPORT

The Board approved/ratified expenditures incurred by the district during the period of March 23, 2015 through April 29, 2015. Listing sheets #575 through #599. Payments were made with checks #12-401641 through #12-410821 for a total expenditure of \$5,166,527.87.

Motion: Corrales Second: Diaz Vote: Unanimous

11B.3 ACCEPTANCE OF DONATIONS

The Board accepted donations valued at \$4,442.38 to help support and enrich our educational programs.

11B.4 I. L. SMITH CONSTRUCTION CONTRACT

The Board approved contract with I.L. Smith Construction to demolish and dispose of a portable building.

11B.5 RESOLUTION #14/15-3113 DESIGNATING AUTHORIZED AGENT TO RECEIVE MAIL AND PICK UP WARRANTS AT THE COUNTY OFFICE OF EDUCATION

The Board approved Resolution # 14/15-3113 Designating Authorized Agents to Receive Mail and Pickup Warrants for school year 2015-16.

11B.6 RESOLUTION #14/15-3114 AUTHORIZING REPLACEMENT OF WARRANTS

The Board approved Resolution #14/15-3114, Authorizing Replacement of Warrants for 2015-16.

11B.7 RESOLUTION #14/15-3115 AUTHORIZING THE COUNTY OFFICE OF EDUCATION CREDENTIALS DEPARTMENT TO RELEASE CREDENTIAL HELD WARRANTS TO EMPLOYEES

The Board approved Resolution #14/15-3115 Authorizing County Office of Education Credentials Department to Release Credential Held Warrants to Employees for school year 2015-2016.

11B.8 RESOLUTION #14/15-3116 DESIGNATING AUTHORIZED AGENTS TO SIGN PAYMENT ORDERS

The Board approved Resolution 14/15-3116 Authorizing Agents to Sign Payment Orders for school year 2015-16.

11B.9 RESOLUTION #14/15-3117 DESIGNATING AUTHORIZED AGENT TO SIGN SCHOOL ORDERS (COMMERCIAL WARRANTS)

The Board approved Resolution 14/15-3117 Designating Authorized Agents to Sign School Orders (Commercial Warrants) for school year 2015-16.

11B.10 RESOLUTION #14/15-3118 DESIGNATING AND AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS

The Board approved Resolution 14/15-3118 designating and authorizing agents to sign bank account checks and school orders for 2015-16.

11B.11 ROYAL LINES CHARTER, LLC MEMORANDUM OF AGREEMENT

The Board approved the agreement with Royal Lines Charters, LLC for transportation services.

11B.12 LEARN TO SWIM PROGRAM FOR ADAPTED PHYSICAL EDUCATION STUDENTS FOR EXTENDED SCHOOL YEAR 2015

The Board approved the Learn to Swim Program for Adapted Physical Education students from June 11, 2015 to July 7, 2015 at a total cost not to exceed \$950.00.

11B.13 SPEED READING AND STUDY SKILLS

The Board approved/ratified the Speed Reading & Study Skills program at a total cost not to exceed \$368.00.

11B.14 AGREEMENT WITH DR. LISA M. WEISS, ADULT & PEDIATRIC OPTOMETRY (INDEPENDENT EDUCATIONAL EVALUATION)

The Board approved/ratified the agreement with Dr. Lisa M. Weiss, Adult & Pediatric Optometry at a total cost not to exceed \$2,710.00.

11B.15 EMERGENCY PREPAREDNESS INC.

The Board approved the agreement with Emergency Preparedness Group, Inc.

11B.16 CONSULTANT AGREEMENT WITH GEE KIN CHOU

The Board approved the consultant agreement with Gee Kin Chou at a cost not to exceed \$15,000.

Motion: Diaz Second: Corrales Vote: Unanimous

11C. PERSONNEL – CLASSIFIED

EMPLOYMENT

The Board approved/ratified employment for the following as recommended by staff:

- 11C.1 Noon Supervisor(s): Yesenia Soderberg, Noontime Supervisor at VDM effective April 17, 2015 and Gilda Arellano, Noontime Supervisor at OVHS, effective May 15, 2015
- 11C.2 Substitute Instructional Aide(s): Matilde Diaz, effective May 15, 2015

RELEASE OF TEMPORARY ASSIGNMENT

The Board approved/ratified the release of temporary assignment as recommended by staff:

- 11C.3 Interim Maintenance Supervisor : Robert Harris, Interim Maintenance Supervisor, effective March 26, 2015

DIFFERENTIAL PAY

The Board approved/ratified the differential pay as recommended by staff:

- 11C.4 Personnel Technician and Human Resources Administrative Assistant: Differential pay of 5% for Jennifer Kennedy and Yadira Diaz, effective March 17, 2015 until a Director of Human Resources is hired.

REVISION – JOB DESCRIPTION

The Board approved/ratified the following revision of the job description as recommended by staff:

- 11C.5 Instructional Aide

ESTABLISH JOB DESCRIPTION AND RECRUIT

The Board approved/ratified the establishment of job description and recruitment:

- 11C.6 Director of Human Resources

11D. PERSONNEL – CERTIFICATED

RETIREMENT

The Board approved/ratified retirement of certificated staff:

- 11D.1 Certificated Staff: Jose Gamboa, Counselor , effective June 9, 2015 - 30 years, Janet Hughes, Teacher, effective June 30, 2015 – 35 years & Matthew Paredes, Director of State and Federal Projects effective June 30, 2015 – 10 years

ESTABLISH JOB DESCRIPTION AND RECRUIT

The Board approved/ratified the establishment of job description and recruitment:

- 11D.2 Director of Intervention/Support Services

12. ITEMS FROM THE BOARD & SUPERINTENDENT

Member Barajas, 1) Congratulated Frank Paredes and his department for being nominated to the San Diego Top Tech Executive Awards. 2) Commented that once again he was fortunate to see the Lace-up Program. 3) Attended the Bilingual Symposium and congratulated Bertha Franco- Lopez for receiving the award. 4) Thanked the classified and certificated staff that received awards.

Member Corrales, 1) Thanked Principal Rivera and her staff for hosting the Board meeting. 2) Attended the Bilingual Symposium. Commented that it was well attended by San Ysidro School District and congratulated Mrs. Franco for receiving the award. 3) Mentioned that she attended the Commander for a Day event in North Island with our students. Looks forward to continued partnership with the Navy. 4) Thanked the San Ysidro Education Vanguard Foundation for their donations and hard work during the year. 5) Congratulated the students that received awards at the CAFE Scholarship Breakfast. 6) Thanked the San Ysidro Women’s Club for the scholarships they give to

our students. 7) Shared concerns about three pressing issues with the City Council, the Old Otay Mesa Road sidewalk, the library and the Solis Park.

Vice-President Diaz, 1) Commented that he would like to see other avenues to save more money for the residents such as the refinancing of the CABs. 2) Mentioned that we are a small community and some of our services are not where they should be and we need to keep fighting for those services. 3) Thanked everyone that volunteers for all the projects in the community. 4) Thanked everyone that is part of the team and believes everyone is part of the team.

Clerk Linares, 1) Commented that as Vice-President Diaz said, he believes we could save with the refinancing of the rest of the bonds and we need a plan for new schools that are needed. The bonds are the only source we have. Commented that he hopes this gets done before our time is up. 2) Mentioned that he attended the City Council meeting and made comments that all we get are marijuana dispensaries, not libraries or things that we need. 3) Mentioned that as a parent, he was a victim of marijuana. His son was induced to smoke marijuana at school in the third or fourth grade. He knows the effects of marijuana and it's a gateway. Mentioned that as a result, he adopted his grandson. 4) Commented that if we don't stand up against the marijuana dispensary in the community, we will lose our children. 5) Stated that he takes this marijuana dispensary very seriously. 6) Mentioned that there is one-time money coming in and can be used for a teacher bonus.

President Martinez, 1) Thanked Principal Rivera for hosting the meeting. 2) Mentioned that he is proud of Frank Paredes and his team for winning the San Diego Top Tech Executive Award. 3) Thanked Principal Bojorquez for organizing an event for students to visit the outlets at Las Americas to learn about career pathways. 4) Commented that Principal Bojorquez collaborated with Cox Communications and students received computers and internet at a discount price. 5) Mentioned that we will do a better job announcing the Board meetings to parents and the community. 6) Commented that we need to look at the Dual Language Program, providing transportation for Beyer students and the after school program. 7) Acknowledged Interim Superintendent Velasquez for volunteering his time next month and until we hire a superintendent.

Interim Superintendent Velasquez, 1) Commented that as a police officer and working in the county jail, most of the individuals were there because of drug related charges. Mentioned that marijuana is an addictive drug and we need to take care of our students and provide opportunities for those with problems. 2) Commented to Mr. Linares, "We will work hard." 3) Asked principals to identify students in order to get them the help they need. 4) Announced that principals will receive marquees this summer.

Member Barajas made the motion to adjourn the meeting, seconded by Vice-President Diaz. The vote was unanimous.

13. ADJOURNMENT

Time: 8:41 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary
Governing Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: ADOPTION OF 2014-2015 UNAUDITED ACTUALS FINANCIAL REPORT

BACKGROUND INFORMATION:

AB1200 requires local educational agencies (LEA) to submit their Unaudited Actuals Financial Reports to their county office of education. Districts should use the California Department of Education's SACS software. Reports are due upon completion, but no later than September 15th of each year.

SENT UNDER SEPARATE COVER

RECOMMENDATION:

Approve the adoption of the 2014-2015 Unaudited Actuals Financial Report.

Renewal New Amendment Ratify Other

Business Services Reviewed: Jan

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: RESOLUTION NO. 15/16-3110 FOR APPROPRIATION LIMIT (GANN LIMIT)

BACKGROUND INFORMATION:

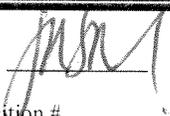
Each year, School Districts are required by Government Code Section 7906(f) to report to the Superintendent of Public Instruction and to the Director of Finance at least annually its appropriation limit, its appropriations subject to limitation, the amount of its state aid apportionments and subventions included within the proceeds of taxes of the school district, and amounts excluded from its appropriations limit (Gann Limit). These reports are accumulated at the State level and are used by the State to determine its compliance with appropriations limits as set forth under Gann Limit legislation enacted many years ago.

The District is submitting the attached reports to be in compliance with Government Code Section 7606(f).

RECOMMENDATION:

Approve Resolution #15/16-3110 Adopting the Gann Limit for the 2014-15 school year and Appropriations Limitation Recalculation of \$26,823,270.83 and the 2015-16 Estimated Appropriations Limitation of \$27,045,899.69.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

**RESOLUTION 15/16-3110
ADOPTING THE "GANN" LIMIT**

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2014-2015 fiscal year and a projected Gann Limit for the 2015-2016 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law;

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2014-2015 and 2015-2016 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2014-2015 and 2015-2016 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED by the Governing Board of the San Ysidro School District on this 10th of September of 2015, the following vote:

Ayes:

Noes:

Absent:

STATE OF CALIFORNIA)
)
COUNTY OF SAN DIEGO)

I, **Rodolfo Linares**, Clerk of the Governing Board of the San Ysidro School District, County of San Diego, State of California, do hereby certify that the foregoing is a true copy of a Resolution 15/16-3110 adopted by said Board at a regular meeting thereof, at the time and by the vote there in stated, which original Resolution 15/16-3110 in on file in the office of said Board.

Clerk of the Governing Board

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
A. PRIOR YEAR DATA (2013-14 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)	2013-14 Actual			2014-15 Actual		
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	28,386,766.52		28,386,766.52			26,823,270.83
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	4,866.09		4,866.09			4,608.66
ADJUSTMENTS TO PRIOR YEAR LIMIT	Adjustments to 2013-14			Adjustments to 2014-15		
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2014-15 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)	2014-15 P2 Report			2015-16 P2 Estimate		
1. Total K-12 ADA (Form A, Line A6)	4,608.66		4,608.66	4,476.01		4,476.01
2. Total Charter Schools ADA (Form A, Line C9)	0.00		0.00	0.00		0.00
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			4,608.66			4,476.01
C. LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED TAXES AND SUBVENTIONS (Funds 01, 09, and 62)	2014-15 Actual			2015-16 Budget		
1. Homeowners' Exemption (Object 8021)	119,654.28		119,654.28	119,655.00		119,655.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	13,849,601.31		13,849,601.31	13,793,280.00		13,793,280.00
5. Unsecured Roll Taxes (Object 8042)	498,481.47		498,481.47	496,860.00		496,860.00
6. Prior Years' Taxes (Object 8043)	(11,565.56)		(11,565.56)	(14,412.00)		(14,412.00)
7. Supplemental Taxes (Object 8044)	449,679.82		449,679.82	387,877.00		387,877.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(1,317,399.00)		(1,317,399.00)	(1,472,467.00)		(1,472,467.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	1,227,924.27		1,227,924.27	985,664.00		985,664.00
12. Parcel Taxes (Object 8621)	0.00		0.00	0.00		0.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)	0.00		0.00	0.00		0.00
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	14,816,376.59	0.00	14,816,376.59	14,296,457.00	0.00	14,296,457.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	14,816,376.59	0.00	14,816,376.59	14,296,457.00	0.00	14,296,457.00

	2014-15 Calculations			2015-16 Calculations		
	Extracted Data	Adjustments*	Entered Data/Totals	Extracted Data	Adjustments*	Entered Data/Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302, do not include negotiated amounts)			361,776.62			366,057.00
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			361,776.62			366,057.00
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	22,440,912.00		22,440,912.00	26,766,641.00		26,766,641.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(206,709.00)		(206,709.00)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	22,234,203.00	0.00	22,234,203.00	26,766,641.00	0.00	26,766,641.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	45,549,202.98		45,549,202.98	50,142,192.00		50,142,192.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	29,868.50		29,868.50	20,000.00		20,000.00
APPROPRIATIONS LIMIT CALCULATIONS						
D. PRELIMINARY APPROPRIATIONS LIMIT			2014-15 Actual	2015-16 Budget		
1. Revised Prior Year Program Limit (Lines A1 plus A6)			28,386,766.52			26,823,270.83
2. Inflation Adjustment			0.9977			1.0382
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9471			0.9712
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			26,823,270.83			27,045,899.69
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			14,816,376.59			14,296,457.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of \$120 times Line B3 or \$2,400; but not greater than Line C26 or less than zero)						
			553,039.20			537,121.20
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)						
			12,368,670.86			13,115,499.69
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)						
			12,368,670.86			13,115,499.69
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])						
			17,838.06			10,938.05
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)						
			14,834,214.65			14,307,395.05
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)						
			12,350,832.80			13,104,561.64
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)						
			14,834,214.65			
b. State Subventions (Line D8)						
			12,350,832.80			
c. Less: Excluded Appropriations (Line C23)						
			361,776.62			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)						
			26,823,270.83			

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Dr. Julio Fonseca
Superintendent

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: 2014-2015 EDUCATION PROTECTION ACCOUNT (EPA)
YEAR-END EXPENDITURE REPORT

BACKGROUND INFORMATION:

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA).

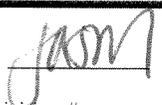
The San Ysidro School District Governing Board approved the EPA Spending Plan for 2014-2015 on June 26, 2014. At that time, revenue and expenditures were estimated at \$4,491,347.

At year end of 2014-2015, the actual amount allocated to the District increased to \$6,614,874.00 with a corresponding reduction to the LCFF based revenue. Expenditures were allocated to certificated and classified salary costs as described in the original Spending Plan. Funds associated with Proposition 30 do not increase the District's annual revenue. The 2014-2015 unrestricted revenue and expenditures of \$6,614,874 were reduced from the district's initial allocation for general funds.

RECOMMENDATION:

Information Only – See attached 2014-2015 EPA Expenditure Report (Proposition 30 funds). The EPA Expenditure Report for 2014-15 will be published on the District's website for public view.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

Unrestricted Revenues &
Expenditures

\$6,614,874

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

**San Ysidro School District
2014-2015 Education Protection Account (EPA) Expenditure Report**

Proposition 30, *The Schools and Local Public Safety Protection Act of 2012*, approved by the voters on November 6, 2012, temporarily increases the states sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers.

The new revenues generated from Proposition 30 are deposited into a newly created state account called the Education Protection Account (EPA). School districts, county offices of education, and charter schools (LEAs) will receive funds from the EPA based on their proportionate share of the statewide LCFF amount. A corresponding reduction is made to an LEA's LCFF entitlement. LEAs receive EPA payments on quarterly basis beginning with the 2013-14 Fiscal Year.

Proposition 30 provides that all K-14 local agencies have the sole authority to determine how the funds received from the EPA are spent, but with these provisions:

- The spending plan must be approved by the governing board during a public meeting.
- EPA funds cannot be used for the salaries or benefits of administrators or any other administrative costs. Refer to the attached list of functions for which EPA funds may be used.
- Each year, the local agency must publish on its website an accounting of how much money was received from the EPA and how the funds were expended.

San Ysidro School District actual 2014-2015 EPA Entitlement	\$	6,592,295.00
San Ysidro School District 2013-2014 EPA Adjustment	\$	22,579.00
San Ysidro School District total EPA funding available in 2014-2015	\$	6,614,874.00

As proposed, EPA funds were used to cover salary and benefit costs of non-administrative certificated and classified staff. The difference in revenue and/or expenditures from the proposed spending plan was adjusted in teacher salaries.

Certificated Positions			
Position	Number of Employees	SACS Function	Total Cost
Classroom Teachers	61	1000	\$ 5,545,128
Total	61		\$ 5,545,128

Classified Positions			
Position	Number of Employees	SACS Function	Total Cost
Custodians	30	8200	\$ 1,069,746
Total	30		\$ 1,069,746

2014-15 Education Protection Account
Program by Resource Report
Expenditures by Function - Detail

Expenditures through: June 30, 2015
For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	0.00
LCFF Sources	8010-8099	6,614,874.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Unearned Revenue	9650	0.00
TOTAL AVAILABLE		6,614,874.00
EXPENDITURES AND OTHER FINANCING USES		
(Objects 1000-7999)		
Instruction	1000-1999	5,545,127.85
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	1,069,746.15
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		6,614,874.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		0.00

EXPENDITURE ACCOUNTS BUDGET INQUIRY

Fiscal Year: 1415
Fund-Sub: 03-00

Budget Type: Revised Budget

Res	Sub	Goal	Func	Sub	Objt	Sub	Sch	Loc	CCtr	PJr	Respn
From	1400	000	0000	000	1000	000	000	*			
To	1400	999	9999	999	7999	999	999	ZZZ			

Function	Description	Budget	Accum. Trans	Encumbrances	Remaining Bal.	Remaining %
1000-000	INSTRUCTION	\$5,545,128.00	\$5,545,127.85	\$0.00	\$0.15	0
8200-000	OPERATIONS	\$1,069,746.00	\$1,069,746.15	\$0.00	(\$0.15)	
	TOTAL	\$6,614,874.00	\$6,614,874.00	\$0.00	\$0.00	0

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Information Management Services
Frank Paredes, Director

AGENDA ITEM: RESOLUTION 15/16-3118 TO PROCURE TECHNOLOGY RELATED ITEMS THROUGH THE DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION'S CONTRACT #1-13-70-02B, SUPPLEMENT 4

BACKGROUND INFORMATION:

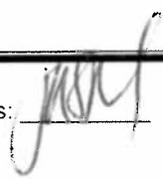
Public Contract Code 20118 authorizes school districts to "piggyback" on contracts under certain conditions requiring the Board to determine that the "piggyback" contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the "piggyback" contract. In addition, Public Contract Code 10299 states that any school district may utilize the contracts, master agreements, multiple award schedules...established by the Department of General Services to satisfy competitive bid requirements.

The District wishes to purchase technology related items under the Department of General Services, Procurement Division contract #1-13-70-02B, Supplement 4 awarded to PC Specialists dba Technology Integration Group (TIG). The District would receive significant savings if purchased through this "piggyback" contract.

RECOMMENDATION:

Approve Resolution 15/16-3118.

Renewal New Ammendment Ratify Other

Business Services Reviews: 

Financial Implications?

Yes No

Are funds for this item included in the 2015-2016 Budget?

Yes No

Requisition #:

(Amount)

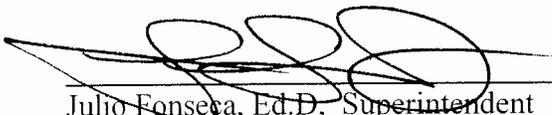
Supplemental & Concentration Funds
(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board



Department of General Services
 Procurement Division
 707 Third Street, 2nd Floor
 West Sacramento, CA 95605-2811

State of California
CONTRACT USER INSTRUCTIONS
(Incorporates Supplements 4)

*****MANDATORY*****

ISSUE AND EFFECTIVE DATE: 04/22/2015	
CONTRACT NUMBER:	1-13-70-02B, Supplement 4
DESCRIPTION:	Laptop Computers, PC Goods
CONTRACTOR(S):	PC Specialists, dba Technology Integration Group (TIG)
CONTRACT TERM:	06/11/2013 through 06/10/2016
STATE CONTRACT ADMINISTRATOR:	Hiroko Kurosawa 916-375-4382 hiroko.kurosawa@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions.

Signed Copy on File
Hiroko Kurosawa, Contract Administrator

Date: 4/22/2015

Contract (Mandatory) 1-13-70-02B, Supplement 4
Contract User Instructions

SUMMARY OF CHANGES		
Supplement No.	Description/Articles	Supplement Date
4	<ul style="list-style-type: none"> • Article 2.B Local Governmental Agencies, DGS Billing Code Contact revised. • Attachment A – Contract pricing revised (Refresh). • Attachment E – Energy Data revised. 	04/22/2015
3	<ul style="list-style-type: none"> • Article 2.B Local Governmental Agencies, DGS Billing Code Contact revised. • Article 4.C SB/DVBE Off-Ramp Provision Reporting Requirements have been deleted 	04/29/2014
2	<ul style="list-style-type: none"> • Attachment A – Contract pricing revised (Refresh). • Article 10, Electronic Catalog/Contract Website Contents, added Electronic Catalog web link. 	02/12/2014
1	<ul style="list-style-type: none"> • Article 7.B. Non- Core, contract identifier/commodity correction. • Attachment A – Contract Pricing. Changed CLIN 405, Deployment & Logistic to Non-Core item. This line requires DGS/PD approval. 	07/22/2013

Contract (Mandatory) 1-13-70-02B, Supplement 4
Contract User Instructions

- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:
 - Local governmental agency
 - Contact name
 - Telephone number
 - Mailing address
 - Facsimile number and e-mail address

DGS Billing Code Contacts: Kimberley.carey@dgs.ca.gov or Kao.yan@dgs.ca.gov

- C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the Procurement Division Price Book located at: <http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx>. (Click on "Purchasing" under Procurement Division.)

B. Local Governmental Agencies

For all local government agency transactions issued against the contract the Contractor is required to remit to the DGS/PD an Incentive Fee of an amount equal to 1% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

The Laptop Computer Statewide Contract 1-13-70-02B is **mandatory** for use by all State of California departments except when the "SB/DVBE Off-Ramp" provision is utilized. The SB/DVBE Off-Ramp provision allows a State department to, at its option, purchase contract items from a certified Small Business (SB), including a "microbusiness" (MB), or a Disabled Veteran Business Enterprise (DVBE) in accordance with the rules outlined within this document.

Note: The rules outlined herein are exclusive to the Laptop Computer Statewide Contract 1-13-70-02B and do not affect any other contract. Departments may not use the SB/DVBE Off-ramp provision to buy outside of the mandatory statewide contract if the rules cannot be applied. In these situations, the purchase must be made through the mandatory statewide contract.

A. SB/DVBE Offramp Provision Usage Rules

In order to utilize the SB/DVBE Off-ramp provision, departments must comply with the following usage rules:

Contract (Mandatory) 1-13-70-02B, Supplement 4
Contract User Instructions

1. SCOPE

The State's contract with PC Specialists, dba Technology Integration Group (TIG), (contractor) provides Laptop Computers at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-13-70-02B. The contractor shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Laptops to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments.
- Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.dgs.ca.gov/pd/Resources/publications/SCM2.aspx> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a DGS agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.

Contract (Mandatory) 1-13-70-02B, Supplement 4
Contract User Instructions

Requirement	Description / Procedure
Purchasing Authority	Departments must have approved Purchasing Authority Category for SB/DVBE Option per GC section 14838.5(a) granted by the DGS/PD in order to utilize the SB/DVBE Off-Ramp provision as identified within the statewide contract..
Transaction Limits	Transactions must be less than \$250,000 excluding sales and use tax, finance charges, postage, and handling charges.
Supplier Certifications	SB/DVBE Offramp purchases must be made to a supplier with a current California SB or DVBE certification. State departments can verify certifications at the following website: http://www.bidsync.com/DPXBisCASB .
Price Quotations	Departments must obtain price quotations from California-certified SB, MB, or DVBE supplier(s) as follows: <ul style="list-style-type: none"> ➤ For purchases between <u>\$0 and under \$5,000</u>, departments must obtain at least one (1) phone quote or written quote. For purchases between <u>\$5,000 and under \$250,000</u>, departments must obtain at least two (2) price quotations. Refer to SCM Volume 3, Chap.4. <p><u>Note:</u> Quotes must be obtained from suppliers of the same certification type (SB or DVBE).</p>
Evaluation	State departments must document in the procurement file that the products being purchased are: <ol style="list-style-type: none"> 1) <u>The same brand and model</u> as the products available from the statewide contract including product description, functional requirements, and manufacturer warranties as provided in the statewide contract; <u>and</u> 2) <u>Equal to or less expensive</u> than the pricing offered from the statewide contract for the equivalent products based on the total order value before taxes.
Identifying Off Ramp purchases	Departments electing to exercise the Off Ramp provision by conducting a SB/DVBE Option purchase <u>must</u> , when executing the resulting purchase document, enter "OFF RAMP" in the box titled "Leveraged Procurement Agreement No." on the STD.65. Refer to the following example for identifying Off Ramp purchases.

Contract (Mandatory) 1-13-70-02B, Supplement 4
 Contract User Instructions

STATE OF CALIFORNIA - GENERAL SERVICES PROCUREMENT DIVISION PURCHASING AUTHORITY PURCHASE ORDER STD. 65 (REV. 7/2009)			CONTRACT REGISTRATION NUMBER CP1234567	AGENCY ORDER NUMBER 12-HQ-0092	AMENDMENT NO.
S Department of General Services H 707 3rd Street, 2nd Floor I West Sacramento, CA 95605 P Attn: Jane Doe T (916) 375-1111 O			SUPPLIER: The numbers identified above MUST be shown on Invoice & Packing Slip.	DATE 01/10/2012	PAGE OF PAGE 1 1
B Department of General Services I 707 3rd Street, 2nd Floor L West Sacramento, CA 95605 L Attn: John Doe T (916) 375-1111 O			AGENCY BILLING CODE 99999		PURCHASING AUTHORITY NUMBER 9G-0113-DGS-HQ1
			LEVERAGED PROCUREMENT AGREEMENT NO. OFF RAMP		

B. Off Ramp Documentation

Requirement	Description / Procedure
Off Ramp Documentation	<p>The procurement file must be documented to support the contract award and the action taken including the following documents:</p> <ul style="list-style-type: none"> • Copy of Statewide Contract User Instructions in support of executing a SB/DVBE purchase outside of the mandatory contact. • Statewide contract pricing sheet, highlighting the equivalent products being purchased and used for evaluation. • SB or DVBE price quotes obtained. • SB or DVBE certification verification. <p>Refer to SCM Volume 3 for additional documentation requirements.</p>

C. SB/DVBE Offramp Reporting Requirements

DELETED

Contract (Mandatory) 1-13-70-02B, Supplement 4
Contract User Instructions

5. EXEMPT PURCHASES

To purchase Laptop equipment other than the contract Standard Device requires an approved exemption from the DGS/PD Contract Administrator. Please refer to <http://www.dgs.ca.gov/pd/Programs/Leveraged/contracts/exemptionprocess.aspx> for information and the required justification forms regarding the exemption process.

Apple Purchases

When the following conditions are met, Apple laptop computers are exempt from the mandatory provisions of sourced contract 1-13-70-02B:

- Department of Rehabilitation vocational systems and applications for clients;
- Educational and science labs with installed Macintosh base systems and applications when used for instructional purposes;
- Graphics, Graphic Arts, Video Studio applications exclusively;
- Documented reasonable accommodations.

These special exemption purchases must be documented within the individual procurement file and will be acquired under the department-approved IT purchasing authority guidelines stated in the SCM Volume 3.

6. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

A. Problem Resolution

For problem resolution and supplier performance issues, ordering agencies should first contact the Contractor's Contract Manager identified in Article 34 (Contract Administration).

If difficulties continue or issues are unresolved after five (5) working days of initial contact, ordering agencies may notify the DGS/PD State Contract Administrator identified in Article 34 (Contract Administration) for resolution.

B. Supplier Performance

For Contractor performance issues, ordering agencies must submit a completed Attachment D, Supplier Performance Report, via email or facsimile to the DGS/PD State Contract Administrator identified in Article 34 (Contract Administration). The ordering agency must include all relevant order information and/or documentation (e.g., purchase documents).

Contract (Mandatory) 1-13-70-02B, Supplement 4
Contract User Instructions

7. CONTRACT ITEMS

Laptop Contract Discount Group	Contract Discount
Desktop Configurations (Hardware)	55%
Options / Upgrades	35%
Services Options / Upgrades	31%
Value Added Services	23%

A. Core Items

All items in Attachment A, Contract Pricing, must meet or exceed all mandatory Common Configuration Requirements detailed in Exhibit 11.30B, Common Configurations. Upgrades and Options are intended to augment proposed configurations. Extended Warranty Options are available as Service Options and Upgrades and are intended to augment the warranty furnished with the contract equipment. Offers for core items at a lesser discount will not be considered.

1. Value Added Services and Statements of Work

Contractor shall provide the value added services listed in Attachment A, Contract Pricing, related to PC Goods as specified by Exhibit 11.30B, Common Configurations. A statement of work (SOW) may be required when some Value Added Services are ordered. If required the SOW must be created by the ordering agency and submitted to the DGS/PD Contract Administrator for approval prior to the contractor's acceptance of the order.

B. Non-Core Products

Only products meeting or exceeding the specifications of Exhibit 11.30B, Common Configurations, within the scope of the Laptop Category may be purchased under this contract. Non-Core items meeting or exceeding the specifications may be quoted by the Contractor and require approval by the DGS/PD State Contract Administrator. The DGS/PD Contract Administrator has the unilateral option to approve additional non-core items on a one-time basis at the request of an agency. The base criteria to consider non-core items are:

- All items are directly related to the common configuration.
- The discounts and the List Price from the OEM's most current publically available Index meet the contract discount for that type of item.
- Items do not conflict with any other mandatory statewide commodities contract.

Non-Core Items must be offered at the same core discount appropriate for the product type: Laptop Configuration (Hardware), Options/Upgrades, Services Options & Upgrades, or Value Added Services. Offers for non-core items may be offered at a greater discount than the contract discount. Offers for non-core items at a lesser discount will not be considered.

Products outside the scope of the Laptop Category may not be purchased from this contract. State departments may request an Exemption and these requests require approval by the DGS/PD State Contract Administrator. Refer to Article 5, Exempt Purchases.

8. SPECIFICATIONS

All products listed on Attachment A, Contract Pricing, must conform to Attachment B, the State of California IFB DGS 1204-007 Exhibit 11.30B Laptop Common Configurations, dated 11/27/2012.

Contract (Mandatory) 1-13-70-02B, Supplement 4
Contract User Instructions

9. CUSTOMER SERVICE

The Contractor will have a customer service unit that is dedicated to this contract. The customer service unit provides office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of

8:00 a.m. - 5:00 p.m., PT.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract;
- Have the authority to take administrative action to correct problems that may occur; and
- Are designated for training and general customer service follow-up.

The Contractor's customer service unit shall respond to all customer inquiries within one (1) business day of initial contact.

Contact	Phone	Fax	Email
TIG State of California Team	(888) 328-2844	(800) 445-0082	calbc@tig.com

10. ELECTRONIC CATALOG/CONTRACT WEBSITE CONTENTS

An Electronic Catalog / Contract Website specific to the Statewide Contract for Laptop Computers is available <http://b2c.tig.com/Default.aspx?SessionKey=c7908c4e-6dee-48a6-bdb7-94f828fb5c60>

This link contains the following data elements at minimum:

- Detailed line item descriptions of Laptop PC Goods core configurations, upgrade/downgrade options, and value added services;
- Warranty/PPM information
- State-specific contract current pricing;
- SB/DVBE participation information;
- Quote generation
- Contractor's customer service contact information
- Commercially-available OEM price lists (current and archives)

11. PRE-ORDER CONFIGURATION CONSULTATION (OFFER GENERATION)

The contractor shall provide pre-sale pre-order technical consultation and configuration assistance to ordering departments in order to assure acquired configurations are operationally designed for the ordering agency's technology needs. Ordering agencies will assure that the contractor has been appraised on the technical needs of the systems and components acquired under the contract.

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Contract User Instructions

12. OFFER FORMAT

The Contractor shall provide an offer to ordering agencies in MS Excel spreadsheet format. Purchase of Non-Core items may not take place without the written authorization of the State's Contract Administrator. The authorization process requires submission of the Contractor's offer format spreadsheet showing company letterhead) which must include the following data elements:

- Contractor letterhead
- Offer/Quote "prepared by" name and contact information
- Offer/Quote number
- Date of Offer/Quote
- Date of the OEM's publically available price index (MSRP/MSIP)
- Ordering agency name
- Ordering agency contact person
- Contract number
- Contract expiration date
- Table consisting of:
 - Contract Line Item Number
 - Quantity
 - Core/Non-Core (Y/N)
 - Description of Item
 - Manufacturer's Part Number/SKU
 - MSRP/Index Price
 - Contract Discount
 - Contract Unit Price
 - Extended Price (Quantity x Contract Price)
 - Subtotals of taxable and non-taxable items
 - Rate and calculated tax
 - Applicable fees
 - Grand total
 - Note that "Items with "N" in Core/Non-Core Column require approval by the State's CA prior to purchase.

13. ELECTRONIC WASTE RECYCLING FEE

The contractor will comply with the Electronic Waste Recycling Act of 2003 requiring retailers to collect a recycling fee from consumers on covered electronic devices, starting January 1, 2005. California Public Resources Code Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. The fees must be shown on all purchase orders. See the code identified above for more information and exceptions to this definition or go to http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6 for a breakdown of the current fees.

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14. PRODUCT SUBSTITUTIONS/DISCONTINUED ITEMS

Products and configurations meeting or exceeding the category requirements shall be available throughout the duration of the contract term. The contract provides for technology refresh as models are discontinued or cease production and must be approved by the DGS/PD State Contract Administrator. These changes will be made in the form of a contract supplement, and will not be effective until the supplement's release.

The Contractor shall not substitute products or configurations or modify catalog information without written approval from the DGS/PD State Contract Administrator.

The Contractor(s) will maintain the contract discount as bid throughout the original term of the contract and any extension(s), including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the common configurations to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the discretion of the State.

Items with the same model number or SKU available elsewhere on the contract shall be made available to the State at the highest discount.

15. PROMOTIONAL PRICING

During special pricing promotions, the Contractor shall offer State and local agency purchasers the promotional pricing or the discount percentage off list, per IFB DGS 1204-007 Section 6.7.1, Pricing, whichever is lower.

The Contractor shall notify the CA of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates.
- Models, products, and services included in the promotion.
- Promotional pricing.

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contractor Refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

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Contract User Instructions

16. STATE AGENCY INFORMATION TECHNOLOGY CERTIFICATION REQUIREMENT

This requirement does not apply to local government agencies.

For State agencies, a signed certification of compliance with State information technology policies is required for all information technology procurements that cost \$100,000 or more and are in support of a development effort. The required format for the certification is provided in SAM Section 4832 and policy is set forth by the State Office of the Chief Information Officer (OCIO), www.cio.ca.gov.

SAMPLE

CERTIFICATION OF COMPLIANCE WITH POLICIES PURSUANT TO
SAM SECTIONS 4819.41 AND 4832

I hereby certify that I am the agency Director or designee; that the matters described herein are in compliance with the criteria and procedures for information technology prescribed in SAM; any acquisitions of new or enhanced information technology capabilities are consistent with project justification approved by Department of Finance myself or my designee; and that the foregoing statements are true to the best of my knowledge and belief.

(Date)

(Signature and Title - indicate Director or designee)

17. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/pd/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Agency Name
- Agency Contact Information
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Electronic Waste Recycling Fee

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2) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

3) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available by clicking here to access the email broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

C. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

D. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

18. MINIMUM ORDER

The minimum order shall be one (1) system.

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19. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The Contractor's Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail	Facsimile	Email
PC Specialists Inc., dba Technology Integration Group (TIG) 770 L Street, Ste 950 Sacramento, CA 95814	(800) 445-0082	carlos.velazquez@tig.com

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

20. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without CA approval of non-core items
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the DGS/PD Contract Administrator.

21. ORDER RECEIPT CONFIRMATION

The Contractor will provide ordering agencies with an order receipt confirmation, via e-mail or facsimile, within 48 hours of receipt of purchase document. The Order Receipt Confirmation shall include the following information:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Contractor's Order Number
- Description of Goods
- Purchase Order Total Cost
- Anticipated Delivery Date
- Identification of any Out of Stock/Discontinued Items

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Contract User Instructions

22. OUT OF STOCK REMEDY

Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty.

Contractor will provide notification to the ordering agencies regarding out-of-stock items which have been back ordered.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products.

23. DISCONTINUED ITEM REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (per Article 14, Product Substitutions/Discontinued Items)
- Cancel the item from the order.

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the DGS/PD State Contract Administrator.

24. DELIVERY SCHEDULES

Delivery for orders placed against this contract shall be in accordance with the following:

A. Locations

Deliveries are to be made (statewide) to the location specified on the individual purchase order, which may include, but not limited to inside buildings, high-rise office buildings, and receiving docks.

B. Schedule

Delivery of ordered product shall be completed in full within thirty (30) days after receipt of an order (ARO). Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs. The Contractor must notify the ordering agency within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified on the Order Receipt Confirmation.

Contractor is requested to make deliveries in Los Angeles County, Orange County, San Bernardino Metropolitan Area, and San Diego Metropolitan Area during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM.

C. Security Requirements

Deliveries may be made to locations inside secure institutional grounds (such as the California State Prisons) that require prior clearances to be made for delivery drivers. Since security clearance procedures for each facility may vary, it will be the Contractor's responsibility for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

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25. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

26. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination; freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

27. PALLETS

Unless otherwise specified on the ordering agency's purchase order document, standard commercially available pallet sizes should be used. All pallets shall be of sturdy construction and adequate condition to assure delivery of the goods without damage to the goods or safety hazards.

Exchange pallets may be available; however, the State assumes no responsibility for the availability to exchange pallets. Delivery drivers shall not remove more pallets from the location than delivering at time of delivery.

28. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 06/08/2010), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT060810.pdf>.

29. PACKING SLIP

A packing slip will be included with each shipment, which will include at least the following information in no particular order:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Line item description
- Quantity ordered
- Quantity included in shipment
- Any back ordered or out of stock items and availability date of unfilled and partial shipment
- Number of parcels
- Destination
- All information contained on the packing label

30. PACKING LABEL

A packing label will also be included with each order shipped and include the following items, visible on the outside of the box:

- Authorized Purchaser
- Address
- Department and floor
- Authorized Purchaser Contact Name
- Authorized Purchaser Telephone Number

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31. HAZARDOUS MATERIALS DOCUMENTATION

For products that contain hazardous chemicals, as defined by California Code of Regulations, Title 8, Section 339, the Contractor must provide a Material Safety Data Sheet (MSDS), via facsimile or email, to the ordering agency upon written request.

32. INSTALLATION

Installation is available on the contract as a Value Added Service as described in Attachment B, State of California IFB DGS 1204-007 Exhibit 11.30B Laptop Common Configurations, dated 11/27/2012. This line item may require a Statement of Work. Please refer to Article 7.A.1.

33. INSPECTION AND ACCEPTANCE

In accordance with General Provisions – Information Technology (GSPD-401IT, 06/08/2010) unless otherwise noted in the ordering agency's SOW, rejection of deliverables is must be processed within 30 days of delivery or it shall be deemed as accepted by the State. Please refer to <http://www.documents.dgs.ca.gov/pd/modellang/GPIT060810.pdf> for the complete language.

34. CONTRACT ADMINISTRATION

Both the State and the contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues.

Administrator Information	DGS/PD (State Contract Administrator)	PC Specialists dba Technology Integration Group (TIG) (Contractor)
Contact Name:	Hiroko Kurosawa	PC Specialists dba Technology Integration Group (TIG)
Telephone:	(916) 375-4382	(562) 279-0850
Facsimile:	(916) 375-4613	(562) 279-0818
Email:	hiroko.kurosawa@dgs.ca.gov	georgia.vasilion@tig.com
Address:	DGS/Procurement Division Attn: Hiroko Kurosawa 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	PC Specialists dba Technology Integration Group (TIG) Attn: Georgia Vasilion 249 E Ocean Blvd #1010 Long Beach, CA 90802

35. RETURN POLICY

Contractor will accept all products for return at no cost to the ordering agency within 30 calendar days of delivery, and refund the customer in full.

Note: Products returned should be in the packaging as delivered and include all documentation. Lost or damaged packaging materials and/or documentation shall be supplied by the Contractor. The Contractor shall not charge for these materials in excess of the Contractor's cost or the ten (10) percent Restocking Fee, whichever is lower. The Contractor shall provide the CA and/or ordering department(s) a copy of the Contractor's material cost, if requested, within ten (10) days of request.

All returns shall be picked up within seven (7) working days of notification. Notification is defined as notice in writing, by facsimile or e-mail.

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36. CREDIT POLICY

The Contractor shall offer credit/refund for the following items:

- Items shipped in error
- Items that are returned within 30 calendar days of delivery
- Defective or freight-damaged items

In all cases, the ordering agency shall have the option of taking an exchange or receiving a credit, or receiving a refund.

The Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties. Contractor cannot require the ordering agency to deal directly with the manufacturer.

37. RESTOCKING FEES

The Contractor will not impose a restocking fee on the ordering agency for the following situations:

- Items returned that were damaged upon receipt
- Incorrect items shipped
- Items that are returned within 30 calendar days of delivery
- Items that are returned, but exchanged for other items within 30 calendar days.

Re-stocking fees for all other reasons shall be ten percent (10%) of the value of the items needing re-stocking.

The packaging and documentation provisions of Article 35, Return Policy, shall apply to re-stocked items.

The Contractor will not be required to accept returns more than 60 days after delivery. The State will be responsible for return transportation costs to the Contractor if so accepted after 60 days after delivery.

38. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering agency. The Contractor's invoice must identify, at a minimum, the information listed below:

- Contractor's name, address and telephone number
- Leveraged Procurement Number (State's Contract Number)
- Agency Order Number (Purchase Order Number)
- Agency Billing Code
- Ordering Agency Name
- Delivery address of the order
- Product(s) description
- Contractor's product stock keeping unit number (SKU)
- State Contract Price(s) per unit(s) and extended price
- Quantities of merchandise issued
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- If applicable, discounts shall be clearly indicated on each invoice as a written statement.
- Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency

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- Any other mutually agreed upon requirements the State may later deem necessary

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

39. PAYMENT

A. Terms

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty- five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

State departments may use the CAL-Card for the payment of invoices. Use of the CAL-Card requires the execution of Purchasing Authority Purchase Order (Std. 65) as referenced in Article 17 (Purchase Execution) and must include all required documentation applicable to the purchase.

The CAL-Card is a payment mechanism, not a procurement approach and, therefore, does not relieve departments from adhering to all procurement laws, regulations, policies, procedures, and best practices, including those discussed in the State Contracting Manual (SCM) Volume 1 and Volume 2. This includes but is not limited to the application of all sales and use tax laws, rules and policies as applicable to the purchase.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

40. CAL-CARD INVOICING

All CAL-Card invoices are to be processed separately from other payment methods and include the elements identified in Article 38, Invoicing. CAL-Card invoices shall be submitted to the CAL-Card account holder.

Note: The total invoice amount for each CAL-Card order must reflect a zero balance due or credit, if applicable, and state "paid by CAL-Card".

For additional information regarding DGS/PD's CAL-Card program, see the following website:
<http://www.dgs.ca.gov/pd/Programs/Leveraged/CALCard.aspx>

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41. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
PC Specialists dba Technology Integration Group (TIG)	25809508

42. ACCESSIBILITY COMPLIANCE/ VOLUNTARY PRODUCT ACCESSIBILITY TEMPLATE (VPAT)

Contract products are compliant with requirements for accessibility based on Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) are determined to be relevant for this procurement.

43. WARRANTY

The Contractor must honor all manufacturers' warranties and guarantees for a period of three (3) years from the date of acceptance on all products offered as part of this contract. The Contractor shall bear all material and labor costs for repair of equipment defects and failure. The bid price cost shall include the manufacturer's warranty cost.

During the warranty period, the Contractor must:

- Honor all manufacturers' warranties and guarantees on all products offered through the contract.
- Continue to provide warranty service after contract termination until expiration of warranties for products that have been sold under the contract.
- Provide all labor, parts, and travel necessary to keep the products in good operating condition and preserve its operating efficiency in accordance with its technical specifications.
- Pay any necessary shipment and insurance costs.

The warranty services listed shall include all products, software and firmware maintenance costs and costs of labor, parts, travel, factory overhaul, rehabilitation, transportation and substitute product(s) as necessary. If it is necessary to remove any products from an authorized purchaser's location where On-site warranty is specified, the Contractor will provide substitute products at the time of removal. Substitute products will be comparable to or better than the products removed. In instances where it is necessary for the Contractor to return the products to the factory, the Contractor will be responsible for all costs of the products from the time it leaves the authorized purchaser's site until it is returned to the site in good operating condition. Only new standard parts or parts equal in performance to new parts will be used in effecting repairs. Parts that have been replaced will become the property of the Contractor except in instances where the State chooses to keep the hard drives. Replacement parts installed will become the property of the authorized purchaser.

All operating system software and firmware will be considered an integral component of the equipment and the Contractor will respond to all requests for warranty service for any failure.

Warranty services during the warranty period will not include electrical work external to the products, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this contract. Warranty services also will not include repair of damage resulting from transportation by the authorized purchaser between State or local sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

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44. QUALITY ASSURANCE GUARANTEES

The Contractor(s) shall represent and warrant that PC Goods products provided shall be free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices, or other sources. Contractors must use new products, parts, and components for all new equipment purchased by the State. Contractors may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate manufacturers' warranty.

45. EQUIPMENT REPLACEMENT DURING WARRANTY

If the product(s) provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in the awarded contract agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, the Contractor will upon the authorized purchaser's request, replace the product(s) at no price. The replacement product(s) will be delivered no later than fifteen (15) working days after the authorized purchaser's request is received by the contractor. Replacement goods cannot be used, refurbished or recycled, and must be of equal or greater value.

46. PRINCIPAL PERIOD OF MAINTENANCE

The Contractor must provide warranty in accordance with the following Principal Period of Maintenance (PPM) times after notification from an authorized purchaser of a problem with any of the goods included on this IFB.

- Metropolitan Areas shall be 8x5x8 NBD **onsite** – Eight (8) hours, typically 8:00 am to 5:00 pm, Pacific Time, five (5) days a week, Monday through Friday, eight (8) hour Next Business Day onsite response time in metropolitan areas, excluding State holidays.
- Non-Metropolitan Areas shall be 8x5x2 (two (2) hour call back response time, excluding State holidays.) Remediation shall be underway within 48 hours.

Metropolitan Areas

Counties

San Diego	Orange	Riverside	Los Angeles
San Francisco	Alameda	Sacramento	Santa Clara
San Bernardino	Yolo	Solano	Contra Costa

San Mateo

Cities

Redding	Stockton	Bakersfield	Ventura
Tracy	San Quentin	Santa Rosa	Santa Barbara
Frontera	Fresno		

47. RECYCLED CONTENT

There is no recycled content for this contract.

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48. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE

The subcontractors to be used in the work performed for this contract are listed below. Their Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) certifications and percentage commitments for this contract are also listed.

State departments can verify that the certifications are currently valid at the following website:
<http://www.bidsync.com/DPXBisCASB>.

SUBCONTRACTOR INFORMATION				
Name	OSDS Certification #	SB Percent (%)	DVBE Percent (%)	Work to be Performed
Granite Data Systems	26068	15%	15%	Imaging, asset tagging, deployment and logistics, delivery, disposition and disposal, pre-order configuration consulting, warranty services
Big Red Print Solutions	1738220	2%	0%	Delivery, take-back program

State departments must identify subcontractors on individual purchase documents whenever subcontractors have been identified. Refer to SCM Volume 2 & 3, Chapter 3. Info Blocks 3.5.7 (SCM 2) and 3.4.7 (SCM 3) entitled "Bidder Declaration". Click on the Bidder Declaration Narrative for further information.

The Contractor has committed to SB and DVBE participation at total statewide contract levels of 17% and 15%, respectively.

Individual orders may have no applicable participation or may have participation greater than that of the total contract commitment. The exact participation percentage levels for each purchase order will be determined on an order-by-order basis in cooperation with the Contractor prior to submittal of a Purchasing Authority Purchase Order (STD 65).

The DGS/PD, as the awarding department, has assessed the prime Contractor and subcontractor certifications and CUF during the solicitation evaluation process. As a result, when executing purchase documents pursuant to this contract it is not necessary for State departments operating under statewide contract purchasing authority to request the completion of a Bidder Declaration document or perform additional CUF analysis. The department should make a notation of this within their procurement file.

Exception: It is the responsibility of ordering departments to confirm CUF when value-added services are acquired by an ordering department and performed by certified SB/DVBE subcontractors consistent with commitments identified in the table above.

Any irregularities or concerns regarding prime or SB/DVBE sub-contractor responsibilities are to be immediately documented and reported to the State's contract administrator for further investigation. Information provided to the State's contract administrator includes, but is not limited to:

- Copy of executed purchase document
- Value-added service description
- Work performance issue or concern

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- Department contact name, email, and phone number

Departments may request from the Contractor a monthly report providing the SB/DVBE participation levels on purchase orders.

49. TAKE BACK/TRADE IN

Before any Take Back or Trade-In can occur, ordering agencies must obtain approval for discarding their IT equipment from the DGS Surplus Property and Reutilization Program. In accordance with the State Administrative Manual (SAM), Chapter 5900, Information Technology-Disposal of IT Equipment, each agency must explore the reutilization of surplus IT equipment prior to requesting approval for recycling or attempting to use the equipment as a credit toward the purchase of new equipment.

This contract offers a Take Back service for *similar* equipment, including other OEM equipment. This Take Back service is for non-working equipment. It is not mandatory that the ordering agency use the Take Back service offered. The equipment returned as part of the Take Back service shall be environmentally responsibly managed. To the greatest extent feasible, the equipment is to be refurbished for resale or recycled.

See Attachment C, Take Back/Trade In for more information.

50. ELECTRONIC WASTE RECYCLING

The contractor will comply with the Electronic Waste Recycling Act of 2003 requiring retailers to collect a recycling fee from consumers on covered electronic devices, starting January 1, 2005. California Public Resources Code Section 42463(f) defines a "covered electronic device" as a video display device containing a screen greater than four inches measured diagonally. The fees must be shown on all purchase orders. See the code identified above for more information and exceptions to this definition or go to http://www.boe.ca.gov/sptaxprog/tax_rates_stfd.htm#6 for a breakdown of the fees.

51. ATTACHMENTS

Attachment A – Contract Pricing (Revised 04/22/2015)

Attachment B – State of California IFB DGS 1204-007 Exhibit 11.30B Laptop Common Configurations, dated 11/27/2012

Attachment C – Take Back/Trade In

Attachment D – Supplier Performance Report

Attachment E – Energy Data (Revised 04/22/2015)



CONTACT US
1-800-990-9339

My Account



Bid Notification

Procurement Solutions

Resources

Newsroom

Company

View Contract

Contract

Title	PC Goods - Category Laptops - Dell (TIG)
Contract Number	1-13-70-02B
Department	State Wide
Description	PC Goods - Category Laptops - Dell (TIG)
Start Date	Jun 11, 2013
Expiration Date	Jun 10, 2016
Total Contract Amount	\$0.00
Mandatory	Mandatory
Contacts	Hiroko Kurosawa PHONE: 916-375-4382 EMAIL: Hiroko.Kurosawa@dgs.ca.gov
Supplier	# - PC Specialist Inc dba TIG (Technology Integration Group)
Classifications	[432115] Computers

Contract Documents

Title	Expires
User Instructions 1-13-70-02B Sup 1-4 04-22-2015.pdf (download)	
Attachment A - Contract Pricing 1-13-70-02B, Sup 4 04-22-15a.xlsx (download)	
Attachment B - Exhibit 11 30B Laptop Common Configurations.xlsx (download)	
Attachment C - Take Back-Trade In 1-13-70-02B.pdf (download)	
Attachment D - Supplier Performance Report.doc (download)	
Attachment E - Energy Data 1-13-70-02B Sup 4 04-22-15.pdf (download)	

Contract Items

Lot Name	Product Code	Title	Supplier	Price	Unit
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There are no contract items to show.

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**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT:
Information Management Services
Frank Paredes, Director

AGENDA ITEM: RESOLUTION 15/16-3119 TO PROCURE TECHNOLOGY RELATED ITEMS THROUGH CALSAVE'S CONTRACT BID #523868

BACKGROUND INFORMATION:

Public Contract Code 20118 authorizes school districts to "piggyback" on contracts under certain conditions requiring the Board to determine that the "piggyback" contract is in the best interest of the District, and all payments to the vendor will be under the same terms and conditions as the "piggyback" contract. In addition, Public Contract Code 10299 states that any school district may utilize the contracts, master agreements, multiple award schedules without further bidding.

The District wishes to purchase technology related items under the Monterey County Office of Education's CalSAVE Contract Bid #523868 awarded to CDW Government LLC. The District would receive significant savings if purchased through this "piggyback" contract.

RECOMMENDATION:

Approve Resolution 15/16-3119.

Renewal New Ammendment Ratify Other

Business Services Reviews: JAM

Financial Implications?

Yes No

Are funds for this item included in the 2015-2016 Budget?

Yes No

Requisition #:

(Amount)

Supplemental & Concentration Funds

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial

Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

EXTENSION OF AGREEMENT

Contract EXTENSION AGREEMENT made by and between

CDW Government LLC (CDWG)

and

CalSAVE

MONTEREY COUNTY OFFICE OF EDUCATION (MCOE)

901 Blanco Circle

Salinas CA 93901

(831) 755-0383 Fax (831) 784-4167

RE: Bid # 523868, Technology Catalog Bid

The parties' existing Agreement provides that the Agreement may be extended until **12/31/15** upon mutual agreement.

Upon the signature of an authorized officer or agent of the MCOE and of CDWG, the Agreement is hereby extended.

This extension shall be subject to the same Terms and Conditions as contained in the Original Bid and in Contract Number, "523868" between Monterey County Office of Education and CDWG.

Authorized Signature  Date 11-19-14

Title _____

Agency Monterey County Office of Education

Authorized Signature  Date 11-13-14

Title President, CDW Government

Typed Name Christina V. Rother

Contractor Name CDW Government LLC

Return (3) Signed Originals to:

Epsilon Corporation
Attn: Racquel Landoif
630 San Ramon Valley Blvd., Suite 210
Danville, CA 94526

MONTEREY COUNTY OFFICE OF EDUCATION
CALSAVE PURCHASING COOPERATIVE

CONTRACT DOCUMENTATION

CDW-G
TECHNOLOGY CATALOG BID
#523868

901 BLANCO CIRCLE
SALINAS, CA 93912

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Technology Catalog Bid # 523868 Executive Summary

The Monterey County Superintendent of Schools has awarded a contract to CDW-G of Vernon Hills, Illinois, for products contained in a commercially available technology catalog. More than 100,000 items are available from the CDW-G catalog under this contract, and each item is priced according to a variable discount structure.

The contract was awarded based on a competitive, sealed bid conducted according to the procedures of the California Public Contract Code. The bid was advertised in the Salinas Californian a newspaper of general circulation in Monterey County for two consecutive weeks (March 11 and 18, 2011).

Awards were based on lowest effective prices among multiple competitors. Evaluation criteria are spelled out in Section VIII of the bid Terms and Conditions. The official award date – the date the contract was signed and awarded by the county Superintendent of schools – was April 1, 2011. The contract is good through an initial term that ends December 31, 2013, and may be extended as allowed by law and contract terms.

Piggybackable language is included in the contract to allow use of the contract by all eligible school districts -- if they find it in their best interest -- as well as community colleges, county offices of education, charter schools and other eligible California agencies as allowed under Sections 20118 and 20652 (and others) of the California Public Contract Code.

Piggybackable language can be found in Sections I.10, I.11, and I.12 of the bid terms and conditions. A bid attachment consisting of 38 pages lists by name those education agencies eligible to buy, including school districts and county offices of education. The omission of any agency or local government is not intended to preclude any unnamed school district or agency from buying.

As added protection, school districts in Monterey County may purchase items in the catalog under the authority of county's Standard School Supply and Equipment List and no "best interest" finding is necessary.

School districts within counties that have adopted Standard School Supply and Equipment rules and joint-powers agreements as part of the EdBuy/CalSave programs may buy under the authority of Education Code 38110 and 38112 without a "best interest" finding.

School districts that have filed a resolution of cooperative purchasing program membership in the EdBuy program may buy under the authorities of Education Code 38110 and 38112 without a "best interest" finding, if their resolution is on file with their county office of education.

CDW-G's contract manager for this contract is as follows:

Mark Ellis
CDW-G
Program Manager
120 S. Riverside Plaza, Suite 700
Chicago, Illinois 60606
Phone: 877-489-8641

Email: markeli@CDWG.com
Fax: 312-705-8667

With regard to pricing, the percent discount for products in specific categories is fixed for the term of the contract. However, buyers should be cautious that bid pricing may change as catalog list prices change. The pricing attachment to this documentation is provided as evidence of the pricing submitted for bid evaluation purposes. Current prices may be different, but will be consistent with the bid's discount structure. Any school district that notes a deviation in pricing – where quoted or invoiced pricing is higher than the bid formula allows – should immediately contact CalSAVE so that the price can be adjusted and the vendor held accountable for the correct price. As a matter of course, CALSAVE samples sales to ensure districts are getting the bid price or lower.

Current pricing may be found by contacting CDW-G. Current pricing also may be found through a link through posted on www.CalSave.org.

CONTRACT SIGNATURE PAGE

MONTEREY COUNTY OFFICE OF EDUCATION
Invitation to Bid # 523868

Technology Catalog Bid

1. Pursuant to and in compliance with Invitation for Bid #523868, its Terms and Conditions, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposes and agrees to perform, within the time stipulated, everything required by this agreement at the service levels offered and at the discounts or mark-ups offered and any resulting effective prices herein set forth.
2. Awarded Vendor agrees to comply with the Monterey County Office of Education Terms and Conditions as written in the Invitation to Bid #523868 and as amended by CDW-G's bid response and attached as Exhibit A.
4. Bidder certifies, by affixing his/her signature below, that all of the products being offered or to be offered under this bid solicitation are legally valid licenses and products free of any copyright violation and that all items offered are in full compliance with specifications and Terms and Conditions of the Invitation to Bid and applicable California law.
5. It is understood that the Monterey County Office of Education reserves the right to reject this bid as specified in the Invitation to Bid and that the bid shall remain open and not be withdrawn for a period of ninety (90) days.
6. If awarded the bid by Monterey County Office of Education and by signing below, Bidder will be entering into an agreement with Monterey County Office of Education and obligating his/her company to this Contract and all Terms and Conditions of Invitation to Bid #523868.

Bidder

CDW Government LLC

2 Enterprise Dr Ste 404

Shelton, CT 06484

By: Tara K. Barbieri

Name: Tara K. Barbieri
Director, Program Sales

Title: _____

Date: April 1, 2011

MCOE

Monterey County Office of Education

901 Blanco Circle

Salinas, California 93912-0851

By: Garry P. Bousum

Name: Garry P. Bousum

Title: Associate Superintendent
Finance and Business Services

Date: 4-1-11

For Dr. Nancy Kotowski
County Superintendent of Schools

Reviewed
By:
MF

EXHIBIT A
BID # 523868, TECHNOLOGY CATALOG ID
ACCEPTED CHANGES TO BID TERMS AND CONDITIONS

VII.9 INSPECTION AND ACCEPTANCE

CDW•G Clarification: CDW•G agrees that it shall comply with all **applicable** Federal and California State laws.

X.5 MARKETING

CDW•G Additional Language: If CalSave's logo, as provided by MCOE, infringes a copyright or trade secret, CalSave/MCOE will defend such claim at its expense and will pay any costs (including attorney fees) or damages incurred by the Awarded Vendor.

XII.8 RIGHTS OF LEAs

CDW•G Alternative Language: Unless otherwise agreed in this Contract, the rights and remedies of the LEA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law and under the Contract.

XII. 14 AWARDED VENDOR TERMS OF SALE

CDW•G New Provision: The Awarded Vendor's Terms and Conditions of Product Sales located on the Awarded Vendor's website (www.cdwg.com) are incorporated into this Contract. In case of conflict, the order of precedence is as follows: (1) the terms and conditions of MCOE stated in the RFP, (2) Epylon's terms and conditions, and (3) Awarded Vendor's online Terms and Conditions.

Proof of Publication

(2015.5 C.C.P.)

Salinas Newspapers, Inc.
123 W. Alisal St.
Salinas, CA 93901
831-754-4138/Fax: 831-754-7156

State Of California ss:
County of Monterey

Advertiser: EPYLON CORP.
3675 MT DIABLO BLVD STE 110
LAFAYETTE, CA 94549

Racquel Landolf

RE: MONTEREY COUNTY OFFICE OF EDUCATION In
Bid #523868

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I hereby certify that the attached advertisement appeared in said newspaper on the following dates:

Newspaper: Salinas Californian

3/11/2011 3/18/2011

I acknowledge that I am a principal clerk of the printer of said paper, which is published in the City of Salinas, County of Monterey, State of California. The Salinas Californian is printed and published daily, except Sunday and has been adjudged a newspaper of general circulation by the Superior Court of the County of Monterey, State of California. El Sol is printed and published weekly on Saturday and has been adjudged a newspaper of general circulation by the Superior Court of Monterey, State of California.

I certify (or declare) under penalty of perjury that the foregoing is true and correct. Executed on this 18 day of March, 2011 at Salinas, California.

C. Clark

Declarant

Our Order # 0000174788
Net Order Cost \$ 412.50

MONTEREY COUNTY OFFICE OF EDUCATION
Invitation to Bid # 523868
Technology Catalog Bid
Deadline, 10:30 a.m.
Friday March 25, 2011

Notice is hereby given that the Superintendent of Schools of the Monterey County Office of Education, hereinafter referred to as MCOE, will receive up to, but no later than 10:30 a.m. Friday, March 25, 2011, sealed bids for the award of a contract for a Technology Catalog bid.

The Monterey County Office of Education is seeking bids for use of a comprehensive technology catalog for one-stop shopping by the Monterey County Office of Education and other eligible California agencies. MCOE is cooperating with CalSave, a cooperative purchasing program, and intends that items authorized under this bid and contract be piggybackable for purchase by other agencies throughout California, and that items under contract be part of a Standard School Supply and Equipment List as described in bid documents.

Bids will be submitted electronically. Interested suppliers must register at www.epylon.com, if not already a member of the Epylon supplier network, to obtain bid documents and submit bids. There is no fee to register or to bid using the Epylon bid system. Each bid must conform and be responsive to the bid documents.

Electronic bids shall be opened publicly at 10:30 a.m. Friday March 25, 2011, on a computer. Bid opening will consist of opening an electronic bid form publicly at the above stated time. MCOE reserves the right to reject all bids, and/or to waive any irregularity in a bid.

No bidder may withdraw his bid for a period of ninety (90) days after the date set for opening of bids.

Garry P. Bousum
Associate Superintendent
Administration and Business Services
Monterey County Office of Education
March 11, 2011 (174788)

MONTEREY COUNTY OFFICE OF EDUCATION

Invitation to Bid # 523868 Technology Catalog Bid

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Garry P. Bousum
Associate Superintendent
Administration and Business Services
Monterey County Office of Education

Always Low Prices!



MONTEREY COUNTY OFFICE OF EDUCATION
Invitation to Bid # 523868
Technology Catalog Bid
Deadline, 10:30 a.m. Friday, March 25, 2011

I. Bid Overview & Authorities

I.1 BID TITLE

Technology Catalog Bid

I.2 BID NUMBER

Invitation to Bid Number 523868

I.3 ORGANIZATION OF BID TERMS AND CONDITIONS

Section and paragraph headings are provided for description and ease of reference only. They are not intended to be binding or to be used in the interpretation of the Contract. Any hyperlinks shown will carry the reader to related material. This bid is organized under the following topical areas:

- I. [Bid Overview & Authorities](#)
- II. [Definitions](#)
- III. [Bidder Status & Qualifications](#)
- IV. [Bid Procedures and Instructions](#)
- V. [Specifications](#)
- VI. [Pricing](#)
- VII. [Ordering, Shipping and Delivery](#)
- VIII. [Evaluation and Awards](#)
- IX. [Fees](#)
- X. [Post-Award Requirements](#)
- XI. [Contract Length & Termination Rights](#)
- XII. [Other Terms and Conditions](#)
- XIII. [Code Citations](#)

I.4 BID SCOPE

The Monterey County Office of Education is seeking bids for use of a comprehensive technology catalog for one-stop shopping by the Monterey County Office of Education and other eligible California agencies. The right to purchase from the Contract will be made available to all public school districts, K-12 private schools, charter schools, and other public agencies as allowed by law.

I.5 AGENCY ISSUING INVITATION FOR BID AND THE RESULTING CONTRACT

Monterey County Office of Education
Superintendent of Schools
901 Blanco Circle
P.O. Box 8081
Salinas, California 93912-0851

I.6 CALSAVE PROGRAM

The Monterey County Office of Education is issuing this bid in cooperation with the CalSAVE program, the purchasing cooperative founded by the Monterey County Office of Education and administered by the Epylon Corporation. CalSAVE serves all education agencies in California and other eligible buying agencies.

I.7 BID DUE DATE

The bid response is due no later than 10:30 a.m. Friday, March 25, 2011.

I.8 METHOD OF SUBMISSION

As authorized by Public Contract Code Section 20112, bids will be submitted electronically, and all responses **must be** completed through the electronic sealed bidding system described within these bid documents.

I.9 CONTRACT TERM OF DURATION

The length of term of the awarded Contract will be from the award date, through December 31, 2013, and may be extended as allowed by law in accordance with Sections XI.2 of these Terms and Conditions.

I.10 ELIGIBLE BUYING AGENCIES

This bid is being solicited for authorized buyers by the Monterey County Office of Education, lead agency under the authority of the California Public Contracts Code and Education Code, for school districts in California, as well as other eligible California purchasers, to be known collectively as LEAs.

Examples of eligible agencies include, not only all California County Offices of Education and California public school districts, but also California joint powers authorities related to education, cities and counties, charter schools, non-public schools, private schools, agency staff, foundations and parent-teacher organizations buying on behalf of their beneficiaries, and any new schools, school districts, or charter schools established during the term of the Contract.

To be absolutely clear and for further clarification, the electronic bid form contains an attachment partially listing as eligible buyers the specific and individual names of:

- Public school districts and education agencies
- Charter schools
- County Offices of Education
- Community Colleges

I.11 PIGGYBACKABLE CLAUSE

All public agencies are authorized by law to purchase off a contract awarded by an agency that has itself gone to bid, including all K-12 schools districts, special districts and JPAs serving education, pursuant to Public Contract Code Sections 20118 and 20652. Using these statutes, the Monterey County Office of Education (Agency) hereby declares its intent and authorization to make all contracts awarded under this Invitation to Bid "piggybackable" by other education agencies in the state. The Agency waives any right to receive payment from other California agencies making purchases off the awarded Contract, and those agencies will make payment directly to the Awarded Vendor. A partial, but not exclusive, list of eligible education agencies is listed as an attachment to the section and is titled "Partial List of Eligible Agencies.doc."

In any jurisdiction, where a County Office of Education, board, or other authority prohibits payments directly to a vendor, an LEA may petition the Monterey County Office of Education for special ordering and payment arrangements through the Monterey County Office of Education or its agents. In these unique cases, the Monterey County Office of Education reserves the right to charge an administrative fee to the LEAs to offset banking and administrative costs for this service.

I.12 STANDARD SCHOOL SUPPLY & EQUIPMENT LIST AND COOPERATIVES

Monterey County Office of Education declares that items and licenses under Contract as a result of this Invitation to Bid will qualify as items to be included within its Standard School Supply and Equipment List. Because many County Offices of Education have banded together to create both the EdBuy and the CalSAVE programs for the purpose of collectively creating both a Standard School Supply & Equipment List and cooperative contracts, the items solicited and awarded through this bid may also constitute a portion of an official Standard School Supply and Equipment List for other participating County Offices of Education and County Superintendents of Schools. Purchases by other County Offices of Education and LEAs may be

made, not only in accordance with Public Contracts Code 20118 and 20652, but also in accordance with Education Code 38110 and 38112 dealing with cooperatives and Standard School Supplies & Equipment.

1.13 LEASE-BACK AUTHORITY ALLOWED BY LAW

This Contract is for the purchase of the items covered by this Contract. However, another LEA may, exercise its authority under Education Code section 17597 or 81645 or other legal authority to sell and lease back any item owned by, or to be owned by it, pursuant to any Separate Contract. The awarded Vendor agrees to take any and all actions requested by any Other Agency that are necessary to effect any such transfer, by way of example only, accepting payment under the Separate Contract from any third party to whom any such transfer is made.

1.14. LEASING AUTHORITY

With Vendor approval, the right to use a product in the catalog for a defined period of time or a lease of a contracted item may be procured under this contract at bid rates.

II. Definitions

[\[Click to Go Back to Beginning of Document\]](#)

II.1 MONTEREY COUNTY OFFICE OF EDUCATION

The terms "*Monterey County Office of Education*" and "*MCOE*" as used in this bid document shall be construed to include the Monterey County Office of Education, its employees, officers, and agents. The Monterey County Office of Education, located at 901 Blanco Circle, Salinas California, 93912, is administered by the elected county Superintendent of Schools and is a *bona fide* government agency, established by Article IX of the California Constitution and serving as an educational intermediate unit that operates its own schools and programs and that offers services to school districts.

II.2 AGENCY

The term "*Agency*" shall be construed to include the Monterey County Office of Education, its employees, officers, and agents.

II.3 CALIFORNIA COUNTY SUPERINTENDENTS EDUCATIONAL SERVICES ASSOCIATION

The California County Superintendents Educational Services Association, also known as "*CCSESA*," located at 1121 L Street, Suite 510, Sacramento, CA 95814, is the association made up of California's 58 county superintendents of schools who come together to provide collective and cooperative services serving multiple County Offices of Education and California schools as a whole. CCSESA owns and administers the EdBuy purchasing cooperative and the CalSAVE purchasing cooperative.

II.4 CALSAVE

CalSAVE is the cooperative purchasing program founded by the Monterey County Office of Education and administered by the Epylon Corporation under contract with MCOE, in cooperation with the California County Superintendents Educational Services Association (CCSESA).

II.5 EDBUY

EdBuy is the cooperative purchasing program founded by California county superintendents of schools through the California County Superintendents Educational Services Association. EdBuy is administered under contract by the Epylon Corporation with the California County Superintendents Educational Services Association (CCSESA). The EdBuy program may help publicize this Contract.

II.6 LEA

The term "*LEAs*" shall be construed to mean Local Education Agencies – all those agencies authorized by law to buy from this bid and resulting Contract and allowed to submit purchase orders to the Awarded Vendor in conformance with bid terms and conditions.

II.7 EPYLON CORPORATION®

Epylon Corporation, also referred to as "*Epylon*," is the private corporation located at 3675 Mt. Diablo Blvd., #110, Lafayette, CA 94549, that has been hired by the Monterey County Office of Education to administer the CalSAVE cooperative, to work with lead agencies and County Offices of Education to provide technology and services necessary for MCOE to issue bids and run the CalSAVE cooperative. The name *Epylon* is a registered trademark of the Epylon Corporation in the United States.

II.8 AEPA

The Association of Education Purchasing Agencies is a meeting of government buying agencies, one agency from each respective state, that gathers together periodically to aggregate demand for products and to conduct simultaneous bids for their respective jurisdictions. While bidding may be conducted simultaneously, bids are independently advertised and awarded by each participating local government.

II.9 VENDOR

The term "*Vendor*" is that firm, company, individual, business, partnership, joint venture corporation or other bidding entity which has completed the response to the Invitation to Bid and/or been awarded a Contract by the Agency. The contractor/Bidder is named as such in the Contract/bid documents and is referred to in generic terms as if the contractor/Bidder were of singular number and masculine or feminine gender.

II.10 BIDDER

The term "*Bidder*" refers to that firm, company, individual, business, partnership, joint venture, corporation or other bidding entity which has registered on the Epylon[®] system to receive bids and has worked on or completed the response to the Invitation to Bid.

II.11 QUOTE SHEET

The "*Quote Sheet*" is that electronic worksheet to be filled out by the Bidder with the official bid discount(s) percentage or percentage mark-up(s) over cost necessary to calculate the effective price for all items under Contract. It is located in a worksheet tab in an Excel[®] spreadsheet file identified as "SKU Template."

II.12 BID RESPONSE WORKSHEET

The "*Bid Response Worksheet*" is that worksheet that is to be filled out by the Bidder with line-items reflecting a large sampling of the effective prices after a bid discount or mark-up is applied. It is located in a worksheet tab in an Excel[®] spreadsheet file identified as "Technology Catalog Pricing Template."

II.13 CONTRACT

References to the term "*Contract*," where not precisely referencing another specific third-party agreement, refers to the binding agreement entered into between MCOE and the Awarded Vendor as a result of a bid award by MCOE. The full "Contract" document consists of the Contract Signature Page, this Invitation to Bid, a Vendor's electronic bid responses, any published bid amendments, all electronic bid attachments, and subsequent any memoranda of understanding interpreting or clarifying the Contract.

II.14 AWARD DATE

The award date is the date upon which MCOE signs a letter of award notice advising the Bidder of a successful bid or the contract granting authority to sell under the award from this solicitation.

III. BIDDER STATUS AND QUALIFICATIONS

[[Click to Go Back to Beginning of Document](#)]

III.1 ANSWERING QUESTIONS ON THE BID FORM

By answering questions in the Questions Section of the electronic bid form, Bidders help establish their qualifications as a vendor. In answering the questions, they must give satisfactory evidence that they:

- Maintain permanent places of business
- Have the capability to furnish the items offered satisfactorily and expeditiously
- Have provided satisfactory school customer sales support and service to all LEAs in California
- Have at least five years experience serving all LEAs in California
- Have current relationships with LEAs for verification of customer satisfaction
- Can demonstrate an active network or other acceptable method of service and support that will serve all LEAs.
- Are familiar with AEPA-initiated contracts and procedures

If a question within the bid form indicates that a response is mandatory, an answer must be provided, or else a Bidder cannot continue to save or submit the electronic bid form.

III.2 COMPANY EXPERIENCE

To qualify as a Vendor, a Bidding company must have five years' direct K-12 public school experience in California executing other technology contracts.

III.3 STAFF EXPERIENCE

Bidder must identify at least one person on staff who will be the dedicated leader in administering this bid and Contract. The identified person must have experience administering technology catalog bid.

III.4 PROOF OF PROGRAM VOLUME

Because of the work associated with the large potential volume of this contract, Bidders, to qualify as a responsible Vendor, must have sold a minimum of \$5 million of product in California within the last 12 months from a technology catalog bid contract.

III.5 BIDDERS INTERESTED IN MORE THAN ONE BID

No person, firm, or corporation shall be allowed to submit more than one response to this Invitation for Bids. A person, firm, or corporation may submit a sub-proposal to another Bidder and/or Bidders and also submit a bid in the name of his firm.

Companies who have multiple users on the Epylon system may receive multiple invitations to bid and have access to the same bid form. Only one representative from the bidding company may submit a bid. Any Epylon user that archives the Monterey County Office of Education bid form, declines the bid, or submits a bid, thereby prevents any other user from that same company from taking further action on this bid for his or her company.

III.6 DECLARATION OF NON-COLLUSION

Assuring that prices are arrived at independently and without collusion is so important that this bid requires the Bidder to attest under the penalty of perjury that no collusion has taken place.

The Bidder must affirmatively answer "Yes" to the non-collusion Question 47 in the Question Section or else the bid may not be submitted to Agency. By answering "Yes" to the non-collusion question, the Bidder affirms the following:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, Bidder or potential Bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) Neither he/she, the company, nor any of the company's affiliates, subsidiaries, officers, directors and employees are currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- (6) All representations are material and important, and will be relied on by the Monterey County Office of Education in awarding the Contract(s) for which this bid is submitted.
- (7) Any misstatement is and shall be treated as fraudulent concealment from Monterey County Office of Education of the true facts relating to the submission of bids for this Contract.

If a Bidder cannot answer yes to Question 48, he/she will not be able to complete the bid form and will not be able to submit a bid.

III.7 Fees in Non-Conforming Jurisdictions

Notwithstanding Section III.4 no transaction fee is authorized to be charged to vendors for sales within any jurisdiction where prohibited by law or local-government policy. Instead, the cost of products, services, licenses and goods sold under this contract in such jurisdictions shall be the same as all for school districts in all other counties of California. However, any agency using this contract where Section III.4 fees are not permitted shall be required to pay an additional 1.75 percent fee for use of the contract, imposed by MCOE on the authority of Public Contract Code 20118, which allows MCOE to charge reasonable costs to the public corporation or agency for furnishing the services incidental to the purchase of items under contract.

III.8 SUSPENSION AND DEBARMENT

The Bidder certifies, for itself and all its designated partners, that neither the Bidder, nor any designated partners are under suspension or debarment by the LEA or any other governmental entity, instrumentality, or authority and, if the Bidder cannot so certify, then it agrees to submit a written explanation as an attachment to this bid form of why such certification cannot be made. A Bidder must verify its suspension or debarment status in the Question Section of the bid form.

III.9 ABILITY TO FOLLOW DIRECTIONS

The Bidder's ability to follow the bid preparation instructions set forth in this solicitation will also be considered to be an indicator of the Bidder's ability to follow instructions should they receive an award as a result of this solicitation. Any contract between the Agency and a vendor requires the delivery of information and data. The quality of organization and writing reflected in the proposal will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, a bid may be rejected if directions are not followed.

III.10 HISTORICALLY UNDER-UTILIZED BUSINESSES (HUBS)

Some eligible LEAs may have policies, programs or goals related to contracts with businesses owned by minorities, women or disabled veterans. Although the bid will not be evaluated on whether a Bidder is a historically under utilized business, Agency can make other LEAs aware of a Vendor's HUB status. Accordingly, the Agency requests any women-owned, minority-owned or disabled-veteran-owned business to volunteer their status as such so that it can be made known to interested LEAs. A HUB may identify itself in its answers in the Question Section. No preference is given in bid evaluation to HUBs, and no penalty is applied for not answering the question.

IV. Bid Procedures and Instructions

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IV.1. BID DUE DATE

The bid is due no later than 10:30 A.M. Friday, March 25, 2011. It is the Bidder's sole responsibility to ensure that its bid is received prior to the scheduled date and time for receipt of bids.

IV.2 PRUDENCE AND FORETHOUGHT IN SUBMISSION

It is in the best interests of Bidders to submit their bids well enough in advance to avoid any hindrances out of the control of Monterey County Office of Education, CalSAVE, the Bidder, or Epylon. Such hindrances could include extremely heavy Internet traffic, disruptions in phone lines, busy circuits, unexpected computer outages or weather-related obstacles. Agency assumes no responsibility for hindrances out of its control. It admonishes Bidders to submit early to identify problems and to avoid any possibility their bids may be late.

IV. 3 BID SUBMISSION ADDRESSES

Bids will be sent through each Bidder's electronic account accessed at www.epylon.com. Bidders must have registered and obtained accounts on the Epylon system to bid. After opening and completing the bid form, a Bidder who clicks on the "Submit" button officially sends its bid to the Monterey County Office of Education and delivers the bid to the MCOE in-box. MCOE will not be able to open or view the bid until the bid opening date and time.

IV.4 BID OPENING

At 10:30 a.m. Friday, March 25, 2011, the sealed bids will be opened electronically on a computer.

IV.5 PRELIMINARY REGISTRATION PROCEDURES FOR ELECTRONIC BIDDING

- 1) If not already registered, companies that want to bid must register as an Epylon supplier by clicking on the Supplier Registration button at the top of the page at www.epylon.com.

- 2) When registering, new suppliers interested in the bid should select the category of "Information Technology, Broadcasting and Telecommunications" to ensure they will receive the Monterey County Office of Education bid form and all future bids related to software and technology.
- 3) Once registered and logged in at www.epylon.com, click the e-Bid tab, view the in-box to see the Monterey County Office of Education bid form ready to be opened.
- 4) For assistance, or if not seeing the bid form, call the Epylon Customer Service Number at (888) 211-7438

IV.6 ON-LINE BIDDING

The general procedures for completing the electronic bid form are as follows:

- 1) Review the product line name and description of the catalog(s) to be bid.
- 2) Download the attached spreadsheet template found in attachment section titled "Catalog Bid Pricing." There will be two worksheet tabs in the spreadsheet to fill out.
- 3) The first worksheet requires you to enter the percent discount you are offering as your bid or the percent mark-up over cost. This discount or mark-up percentage can be variable by category of products within the catalog.
- 4) The second worksheet requires you to price actual products by indicating the discount or markup percentage and the list or cost price. The Excel® software will automatically calculate the effective unit price.
- 5) Save the file; name it the product line or catalog being bid.
- 6) Upload the file alongside the appropriate product line by clicking the white box to the left of Product Line Specifications column.
- 7) Click "Browse" to locate the template on your hard drive.
- 8) Click "Open," then click "Attach File" to upload template to bid form.
- 9) Designate the uploaded spreadsheet as the pricing template by clicking in the small white box next to the name of the template, then clicking the red "Identify SKU Attachment" button located at the bottom of the Product Line Specification section. This has the effect of distinguishing your pricing from any other attachment you choose to upload. A red asterisk will appear next to your file.
- 10) Click the white box in Bid Column for the product line category being bid to signify you are bidding for a specific product line.
- 11) Answer all questions listed in the Question Section. You can add attachments to answers as necessary.
- 12) Provide a handwritten signature to the Contract Signature page. Scan it, and attach it as a PDF file to the bid form as requested in the Question Section.
- 13) Click on "Save as Draft" at any time while working on the bid form.
- 14) When ready to submit, click Continue at bottom of first page.
- 15) Review your bid, making sure you are satisfied with your answers, attachments and pricing.
- 16) Click on the "Submit" button to send the sealed electronic bid to Monterey County Office of Education.

IV.7 ELECTRONIC SIGNATURE

In submitting this bid, the person named as the Bidder's representative on the electronic bid form declares the understanding that the use of his/her Username and Password constitute his/her electronic signature and that he/she is solely liable for full control and access to the password. Neither Agency nor Epylon have access to the User's password. By submitting this form, he/she declares that he/she has the authority to submit this bid to the Agency and to bind his/her company to the Terms and Conditions, final pricing, statements and all commitments submitted to Agency.

As permitted by federal and state laws, Bidder will submit electronic sealed bids signed with his/her electronic signature, using the Epylon eCommerce system. Bidder's use of his/her User Name and Password, linked to identifying registration information, constitute his/her electronic signature. By logging in, answering questions, completing the bid form and pushing the submit button, Bidder is signing a Contract.

To the best of his/her knowledge, Bidder attests to the following by submitting a bid:

- 1) Upon supplying verifiable registration information and user name, he/she was provided with a *computer-generated* password, also linked to his/her e-mail.
- 2) Neither Agency, nor Epylon, nor any other third party has any knowledge of or access to the computer-generated password.
- 3) The combination of user name, password, and e-mail address is unique to the Bidder.
- 4) The username-password-e-mail combination is under the sole control of the registered user.

- 5) The linked data – User Name, E-Mail and Password – cannot be changed except by the original registrant using his/her original electronic signature. Any attempt to change a combination of linked data locks out the user.
- 6) If necessary, the authenticity of any document and its accompanying signature can be verified by reviewing a successful log-in, then tracing the path from log-in and any action taken on any electronic form.

IV.8 HOW TO GET HELP

Technical questions on how to fill out the bid form, upload or download attachments or maintain your Epylon account can be directed to the Epylon customer service line at (888) 211-7438. Or questions can be e-mailed to service@epylon.com.

IV.9 BID CONTENT QUESTIONS

Questions on bid content, policy or interpretation must be submitted by e-mail to Ted Witt, agent for MCOE, no later than 5 p.m. Tuesday, March, 2015. The address is ted@calsave.org. Answers and responses will be posted on the electronic bid form for all bidders to see prior to the bid deadline.

IV.10 MODIFICATIONS

Changes in or additions to the bid form, recapitulations of the service bid upon, alternative proposals, or any other modification of the bid form from the electronic submission or other documents in this bid that are not specifically called for by Monterey County Office of Education may result in rejection of the bid as not being responsive. No oral or telephonic modification of any bid submitted will be considered. Bids or modifications received by facsimile (fax) will not be accepted.

IV.11 EXAMINATION OF BID AND CONTRACT DOCUMENTS

Bidders shall thoroughly examine and be familiar with the bid documents and specifications. The failure or omission of any Bidder to receive or examine any bid document, form, instrument, addendum, electronic attachment or other documents, shall in no way relieve any Bidder from any obligation with respect to his bid or to the Contract. The submission of the bid shall be taken as *prima facie* evidence of compliance with this section. All addenda issued during the time of bidding shall be incorporated into the bid automatically. A Bidder should review the External Notes section of the bid form for any notice of bid amendments or bid changes.

IV.12 WITHDRAWAL OF BID

After reviewing a bid document and clicking on the "Submit" button, the electronic bid form is officially submitted to the Agency. If a Bidder wants to withdraw his or her bid, he or she may do so by clicking the "Retract" button within the Epylon software any time prior to the bid deadline.

V. Specifications

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V.1 QUANTITIES

This is an indefinite quantity bid for which there shall be no limit to the number of orders placed, in any quantity, by MCOE, or any participating public agency, for the term of the Contract, at the prices resulting from award of an Agreement.

V.2 CATALOG TYPE

This Invitation to Bid seeks pricing on all available products contained within a commercially available technology catalog. Products deemed ineligible by the manufacturer to be sold to education agencies in California may be excluded. The catalog must contain a minimum of 50,000 items as described on the attached pricing sheet. However, any items on the pricing sheet which have been discontinued by the manufacturer by be excluded from the contract and may be designated as "discontinued" in the list price column.

V.3 STAFFNG

The awarded Vendor will execute and promote the contract within California. Minimally, a company must identify personnel that would carry out many of the administrative tasks for the Contract, including jobs to:

- Devote time to California sales
- Supervise sales, set sales goals, and be accountable for sales growth or under performance
- Deliver customer service phone support and have intimate familiarity with the Contract

- Deal with day-to-day Contract management issues including processing of reports and payment of fees
- Handle marketing, collateral materials, and web-site responsibilities
- Executive leadership and oversight of the Contract and project

The identification of personnel for these tasks must be details in response to questions in the Question section.

V.4 PHONE SUPPORT

A successful Bidder shall provide a California toll-free support phone number for LEAs using this Contract. The support number and customer service shall be provided for order placement, pricing reference, sales support, and general assistance. Bidders must describe their phone support plan in response to a question in the Question Section.

V.5 NEWLY PUBLISHED OR NEWLY MANUFACTURED ITEMS

Newly published software titles or newly manufactured items introduced by manufacturers during the course of this Contract may be added to the Contract at the same discount pricing structure -- or more favorable structure -- to MCOE as those discounts or prices for similar categories of products.

VI. Pricing

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VI.1 FORMULA PRICING

By bidding, Bidder commits to formula pricing in one of the following manners:

- A) The formal bid of a fixed percentage discount off a specified price list within identified product categories.
- B) The formal bid of a fixed percentage mark-up over cost from a specified cost-basis within identified product categories.

When applied to the identified price list or cost basis, the respective discount(s) or mark-up(s) shall create an effective price, which is the price to be paid by Agency and all participating LEAs. Effective prices will be used in the determination who is the low Bidder for price in the evaluation process. Vendors will be bound to the fixed discount(s) or cost mark-up for the term of the Contract and all extensions, but the published prices contained within the specified catalog may change as catalog prices or cost bases change.

Depending on the method of a Bidder's bid, Contract prices will always be either:

- A) List price minus the discount, rounded to the nearest whole cent or
- B) Cost plus mark-up, rounded to the nearest whole cent.

If bidding by discount off list, Bidder must ensure that the specified catalog for each quoted discount exists and continues to be published for the term of the contract and all extensions, so that effective pricing can be calculated and audited by MCOE at any time. However, MCOE will allow for new versions of a commercially available catalog to be published. Accordingly prices based on the bid formula would change to match the Vendor's new catalog, provided that the new catalog is commercially available to all schools districts throughout the United States.

If bidding by mark-up over cost, Bidder must ensure that ongoing documentation for the cost basis exists and continues to be available for the term of the Contract and all extensions, so that effective pricing can be calculated and audited by MCOE at any time.

Any manufacturers bidding with a catalog for products made by the manufacturer itself may not use the mark-up over cost method for pricing.

VI.2 PREPARATION OF THE QUOTE SHEET

Bidder must formally bid A) the discount(s) offered by specifying the discounts, or B) percentage mark-up over cost, on the Quote Sheet of the Excel bidding SKU Template, which is attached to the bid form.

Bidder must download the spreadsheet template, and on the Quote Sheet, identify the discounts or mark-ups to be offered, either by entire product line or by subcategory, alongside the name of the price list from

which the discount will be calculated. The Quote Sheet limits Bidders to thirty (30) categories of variable discounts or mark-ups. If thirty (30) lines are insufficient, subcategories with the same discount or mark-up percentage may be grouped together or another attachment can be provided.

VI.3 PREPARATION OF THE BID RESPONSE WORKSHEET

On the Bid Response Worksheet, Bidder must price the products listed by providing the price before discount or mark-up, and the percentage discount bid or mark-up being bid. A set of representative product SKUs is listed.

The purpose of seeing individual products SKUs and effective pricing is to evaluate a Bidder's bid discount. Only the effective price can reveal the sufficiency or comparative value of the discount(s) or mark-ups being quoted.

The list of individual SKUs is for evaluation use only. MCOE's listing or omitting any SKU does not authorize or prevent that respective SKU from being offered under the Contract, because this bid seeks all products listed in a Vendor's commercially available catalog.

Once completed, the spreadsheet file must be electronically attached alongside the name of the corresponding product line being bid upon using Epsilon hosted software.

If any product on the Bid Response Worksheet is discontinued, the Bidder may offer a substitute product of similar form and function and use the notes column to indicate the item is no longer in production.

VI.4 VOLUNTARY DISCOUNTS

Agency reserves the right for itself, CALSAVE and all eligible LEAs to request voluntary price reductions or additional volume price reductions from the awarded Vendor. Granting an additional discount is at the sole discretion of the awarded Vendor. The LEA shall obtain a written quotation from the Awarded Vendor indicating the volume or voluntary discount pricing and stating that it is a CALSAVE Discount Price Quote. In no case, shall any line-item price charged be higher than the effective bid price.

VI.5 BENCHMARK PRICING

The effective prices achieved by AEPA member agencies in 2010 and effective in 2011 for their primary technology catalog contract will be the benchmark for pricing under this bid. AEPA prices will be used as a benchmark to gauge the efficacy of pricing under this Invitation to Bid. MCOE reserves the right to reject, in its sole discretion, any and all bids that do not match or provide better effective prices than the existing formula pricing structure currently being used by other AEPA members.

VII. Ordering, Shipping and Delivery

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VII.1 ORDERING

Another LEA electing to use this Contract will enter into a separate contract ("Separate Contract") with the Awarded Vendor. This Separate Contract may be by means of a purchase order. By default, this Separate Contract includes and/or incorporates all applicable terms of this Contract and a specific requirement that the contractor/Vendor comply with the provisions set forth regarding payment of the two percent (2%) participation fee. MCOE will not be a party to any Separate Contract, but will be considered a third party beneficiary of such Separate Contract as to payment of that participation fee.

To obtain bid pricing, districts shall reference the applicable MCOE Agreement and list relevant product SKUs and product descriptions on an LEA purchase order. An LEA's submittal of a purchase order shall be deemed a commitment to purchase from the awarded Vendor.

VII.2 ACCEPTANCE OF PURCHASE ORDERS

If an award is made, the Awarded Vendor may receive a Purchase Order to furnish the awarded item(s) in accordance with these Standard Purchase Order Terms and Conditions:

1) Any LEA may issue purchase orders against this agreement. These constitute the vendor's authority to make delivery. All purchase orders received by the Awarded Vendor up to and including the expiration date of the agreement are acceptable and must be shipped in accordance with the delivery time specified in the agreement.

2) As stated in Section IX.4, Awarded Vendors shall be required to pay the Transaction Fee for all purchases by entities made through the awarded Contract. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order.

3) LEAs may order directly from the awarded Vendor by submitting a purchase order either by mail, by fax or by the Epylon eCommerce system.

4) Purchase Orders may be issued by LEAs to Awarded Vendors through Epylon accounts at www.epylon.com. Any purchase orders submitted by Epylon eCommerce will arrive in the Vendor's Order inbox, accessed at www.epylon.com through a previously established login with a user name and password. Receipt of the electronic or facsimile transmission of the purchase order shall constitute receipt of an order.

VII.3 PAYMENT

LEAs will order the items, receive the items from the Vendor and directly pay the Vendor upon receipt of invoices.

VII.4 INVOICING

All invoices are to be sent directly to the purchasing LEA. LEAs will normally pay invoices within thirty (30) days of receipt of order, or in compliance with their board policy on bill payment. The Agency will encourage LEAs to arrange for prompt payment where possible and for payments of partial shipments.

The LEA shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Purchase Order; or (b) thirty (30) days after a proper invoice actually is received at the "Bill To" address, and the Purchase Order items invoiced are received and accepted by the LEA. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the purchase order and the items actually received.

Payment should not be construed by the Vendor as acceptance of the items furnished by the Vendor. The LEA reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the item(s) if such post payment testing or inspection discloses a defect or a failure to meet specifications.

VII.5 PURCHASE CARDS AT DISCRETION OF VENDOR

At the discretion of the Vendor, LEAs may use a purchasing card or credit card to pay for the items purchased under the Purchase Order. In no case will the LEA(s) allow increases in prices to offset credit card fees paid by the Vendor or any other charges incurred by the Vendor, unless specifically stated in the terms of the Purchase Order.

VII.6 DELIVERY REQUIREMENTS

Deliveries shall be delivered to the destination as specified on an individual purchase order.

VII.7 SHIPPING

Orders must be shipped F.O.B. Destination, Freight Prepaid.

VII.8 DELIVERY TIMES

Deliveries must be made within five working days of receipt of order, unless alternative arrangements have been made with an LEA.

VII.9 INSPECTION AND ACCEPTANCE

All items provided under the Agreement shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the Bidder at no cost to MCOE or any participating public agency. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

VIII. Evaluation and Awards

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VIII.1 AWARD OF BID/CONTRACT

MCOE reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of awards based upon its best judgment as to which items and services substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

VIII.2 AWARD BY COMPLETE CATALOG ONLY

MCOE intends to make an award for use of a single catalog. However, MCOE reserves the right to make a multiple award to the lowest priced, responsive, responsible bidders in the case where bidders' catalogs, compared to each other, have a 50 percent difference in the number of product lines and manufacturers offered. A notice of award will serve as evidence of an executed, binding agreement between MCOE and the Awarded Vendor to begin effective on the Award Date. A copy of the Contract Signature Page will be returned to the awarded Vendor and will be signed by MCOE.

VIII.3 RESPONSIVE TEST

Bids will be judged first on whether they are responsive. A bid will be considered responsive if:

- The electronic bid has been received on time
- All required questions have been answered completely
- All required attachments are present
- Discounts or markup have been identified on the Quote Sheet
- The Bid Response Worksheet contains pricing of line-item SKUs
- Bidders meets required experience
- The Bidder meets the Benchmark Pricing Test
- Terms and Conditions are accepted

VIII.4 RESPONSIBLE TEST

A Bidder will be considered responsible if he or she, in answering questions, meets requirements in Section III and shows the ability to execute the service component of the Contract, including proper and efficient execution of:

- A Marketing plan
- Staffing Plan
- Customer Service Plan

VIII.5 BENCHMARK PRICE TEST

MCOE may forego an award for this product line if a bid does not pass the Benchmark Pricing Test. The Benchmark Pricing Test shall be as follows: Bid pricing must meet or beat today's effective prices achieved under contracts awarded through AEPA's currently recommended award for a technology catalog bid.

VIII.6 EFFECTIVE PRICE EVALUATION

Where two or more Bidders have bid, the determination of lowest price shall be based on a comparison of each Bidder's effective discounted prices. Notwithstanding this evaluation, MCOE reserves the right to award, when applicable, in accordance with [Education Code 1276](#).

VIII.7 BIDS VALID FOR 90 DAYS

All bids shall remain open and valid and subject to acceptance for ninety (90) days after the bid opening date.

IX. Fees & Costs

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IX.1 BID FEES

There are no fees to submit a bid.

IX.2 NO FEE FOR ELECTRONIC BIDDING

There is no cost to register for or use the Epylon bidding system. Any legitimate company or Bidder may have access to the system for the purpose of bidding. The bidding process involves answering questions, selecting which product lines will be bid, adding necessary explanatory attachments in electronic form, and filling out a bid form with pricing.

IX.3 BID COSTS

Monterey County Office of Education will not pay the Bidder or agents for any costs incurred by the Bidder in the preparation, presentation, or demonstration of this bid.

IX.4 TRANSACTION FEES

Transaction Fees are the funding source for the operation of the CalSAVE cooperative purchasing program. Awarded Vendors shall be required to pay a Transaction Fee ("Transaction Fee") for all purchases by entities made through the awarded Contract. For the purpose of this bid through Monterey County Office of Education and all Contracts awarded using this document, the Transaction Fee shall be two percent (2%) of "Net Sales," which means gross sales less returns and cancelled orders within thirty (30) days, shipping and sales and other taxes (excluding taxes based on net income).

When a sale is made through the federal e-Rate program, the vendor transaction fee is due on 100 percent of the net sale, that is, the combined total of the amount paid by the local agency and the amount paid by the federal government's e-Rate program.

Transaction Fees will not be charged to or paid by the buyers themselves. Awarded Vendor or its designated authorized reseller(s) shall not include any additional amount corresponding to the Transaction Fees in the bid responses or awarded Contract prices. This applies to all orders, regardless of the method used to submit the order, or the quantity or dollar amount of the order. Epylon will collect the Transaction Fee on behalf of the CalSAVE program. By submitting a bid, an awarded Vendor:

- Verifies that it already has an Epylon Merchant agreement in force for California, or
- If not, it agrees to Epylon's Terms and Conditions for vendors in the Epylon Merchant Agreement, which is attached here to Section IV.4, and will be bound to the Epylon Merchant Agreement as a part of the Terms and Conditions of the Bid and Contract between the Awarded Vendor and Agency.

For clarification purposes, the Transaction Fee stated in here in Section IX.4 is the agreed-upon Epylon Marketing Fee contemplated by Section 7 of the Epylon Merchant Agreement, attached.

IX.5 PAYMENT DATES AND PAYEE

Based on required Vendor reports, the Awarded Vendor will make all Transaction Fee payments, at a minimum, on a quarterly basis, by the 15th of the succeeding month of the end of the quarter. All checks are to be made payable to the cooperative's program administrator, that is:

Epylon Corporation
3675 Mt. Diablo Blvd. #110
Lafayette, CA 94549.

CalSAVE will notify Awarded Vendor if there is any change of payee or payee address during the course of the Contract.

X. Post Award Requirements

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X.1 WEB SITE CONFIGURATION

Each Bidder agrees that if they are awarded an Agreement under this bid, they will cooperate in the development of or access to a web site, linked to CalSAVE and its affiliate web sites, wherein Contract items will be visible to eligible LEAs, and whereby LEAs will be able to have sufficient information to create a purchase order to be submitted in accordance with ordering instructions contained in this bid document.

X.2 PUNCHOUT

It is Monterey County Office of Education's preference, but not a requirement, that the Awarded Vendor have a punchout and e-order relationship with Epylon for the electronic transmission of orders.

X.3 SUBMISSION OF CATALOG ITEMS

In order to satisfy local County Office of Education rules regarding a Standard School Supply and Equipment List, an awarded Vendor may be required to provide a full electronic spreadsheet listing, with prices, of all catalog items under Contract and to update the list quarterly.

X.4 REPORTING

Awarded Vendor will compile quarterly reports listing each purchase made by MCOE and other participating agencies or LEAs under this Contract. Reports must be sent by the 15th of the succeeding month after the end of the quarter as e-mail attachments to the CalSAVE program administrator. Addresses for the delivery of reports will be: randolf@epylon.com. CalSAVE will notify Awarded Vendor if there is any change of e-mail addresses during the course of the Contract. Reports shall be provided in Microsoft® Excel format, shall have file names that identify the contractor/Vendor and the months being reported, shall include the fields listed below, and shall allow for sorting on any of these fields:

- Date of Order
- Name of Participating Agency or Buyer
- Manufacturer SKU number
- Vendor SKU Number
- Description of Item Purchased
- Quantity
- Unit Price
- Extended Price

X.5 MARKETING

Awarded Vendor will be responsible for carrying out a marketing plan as mutually agreed to by CalSAVE and Awarded Vendor. Any marketing plan submitted for consideration as part of this bid must minimally include a combination of mailings, phone solicitations, California trade show appearances, print advertising, and web site advertising. In addition to, or in concert with, marketing activities and plans described in a Bidder's bid submission, Vendor will:

- Include the approved CalSAVE logo, web address, and toll free number in print, electronic mail, and other advertising and promotion intended for release to California K-12 schools
- Ensure that the CalSAVE logo and associated CalSAVE information shall be of a clearly readable size and in appropriate proportion to other elements in the print material
- Provide CalSAVE with a copy of any advertisement or promotional material
- Provide CalSAVE with date of release and name of publication, journal, etc. wherein promotional materials will be published
- Place a CalSAVE vendor sign on booths, tables, etc. of any or all exhibits for which the Vendor displays/participates at California tradeshow conventions and the like
- Notify CalSAVE in advance of any scheduled exhibits where the Vendor intends to participate
- Make available at any of its California exhibits CalSAVE supplied brochures or other promotion materials
- Insert the approved CalSAVE logo, web address, toll free number on the Awarded Vendor's California education web site, promoting and providing a link to the CalSAVE website

XI. Contract Length and Termination Rights

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XI.1 TERM OF AGREEMENT

The Agreement period is from the Award Date through December 31, 2013. Awards are valid throughout the Agreement period.

XI.2 EXTENSIONS OF CONTRACT TERM

MCOE at its sole discretion may elect to extend the term of this Contract for up to two (2) additional one- (1)-year periods.

MCOE shall give such notice to the contractor within sixty (60) days before December 31, 2013. If an extension is granted after the initial term, the extended term shall be from the January 1, 2014 to December 31, 2015.

To achieve a second extension, MCOE shall give such notice to the contractor within sixty (60) days before expiration of the extended term, which is December 31, 2015. If an extension is granted after the first extended term, the second extended term shall be from January 1, 2014 to December 31, 2016.

MCOE reserves the right the Award Vendor to offer month-to-month extensions for a period of up to six months, if legal or administrative circumstances so require.

XI.3 DEFAULT

In the event the Bidder to whom a Contract is awarded fails to perform in accordance with the terms and conditions of the bid or the Contract, MCOE may terminate this Contract and their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

XI.4 TERMINATION FOR DEFAULT

MCOE may, by written Notice of Default to the successful Bidder, terminate the Contract issued in whole or in part if:

- A. The successful Bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the MCOE, the items(s) provided fail to perform satisfactorily;

OR

- B. The successful Bidder fails to perform any of the other provisions of the bid, Contract, or purchase order, and does not cure such failure within a period of ten (10) days (or such longer period as MCOE may authorize in writing) after receipt of notice from MCOE specifying such failure.

In the event MCOE terminates the Contract, in whole or in part, MCOE, or any participating public agency, may acquire goods, similar to those terminated, from another source and the successful Bidder shall be liable for any excess costs of acquisitions of such similar goods.

XI.5 TERMINATION FOR CLOSURE, RE-ORGANIZATION

MCOE does not guarantee that any or all services will be requested for the duration of the Contract period. MCOE reserve the right to cancel this Contract if MCOE ever faces closure or legislative reorganization.

XI.6 BAIT AND SWITCH PROHIBITED

MCOE reserves the right to terminate for default or to suspend this contract, if evidence shows that the awarded vendor has baited an LEA with marketing or with prices based on this contract, and then has advised the LEA to use another contract at a lower price to avoid payment of Transaction Fees.

XII. Other Terms and Conditions

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XII.1 EPYLON TERMS AND CONDITIONS

Vendor will be bound to an Epylon Merchant Agreement, -- either an existing one a Vendor has in force with Epylon in California or, alternatively, the standard Merchant Agreement, which is attached.

XII.2 ACCEPTANCE OF TERMS AND CONDITIONS

Bidder must answer in response to the question in the Question Section whether he or she accepts MCOE's terms and conditions of this Invitation to Bid. A Bidder's failure to accept the terms and conditions or a Bidder notation of exceptions to any of MCOE's terms and conditions may result, in MCOE's sole discretion, a bid being deemed non-responsive.

XII.3 FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation pursuant to the Agreement or Purchase Order is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.

The Vendor shall notify the Agency (LEA) orally within five (5) business days and in writing within ten (10) business days of the date on which the Vendor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the Agreement (Purchase Order) is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay, if the nature of the *force majeure* event does not prevent Vendor from reasonably making such estimation. The Vendor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce within ten (10) business days of LEAs written request such supporting documentation as the Agency (LEA) may reasonably request.

After receipt of such notification, the LEA may elect either to cancel the Purchase Order or to extend the time for performance as reasonably necessary to compensate for the Vendor's delay.

In the event of a declared emergency by competent governmental authorities, the LEA by notice to the Vendor, may suspend all or a portion of the Purchase Order.

XII.4 RIGHT TO WAIVE INFORMALITIES IN BIDDING

The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items, as determined to be in the best interest of MCOE.

XII.5 ASSIGNMENT OF THE CONTRACT

The Contract awarded under this bid shall not be assigned without the prior written approval of MCOE's chief business official or designated agent.

XII.6 INDEMNIFICATION AND LIABILITY

As it pertains to each LEA using this contract and the Awarded Vendor, each party ("indemnifying party") shall indemnify and hold harmless the other party ("indemnified party") for any damages or losses to the indemnified party arising from claims. "claims" are defined as (i) claims brought by a third party for death or personal injury to a third party, or (ii) damage to tangible personal property suffered or incurred by the indemnified party allegedly resulting from the grossly negligent or willful misconduct of the indemnifying party, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be a claim if such claim or damage was caused in whole or in part by the actions of the indemnified party, its employees, agents, contractors or representatives. Claims also do not include any damages or liability excluded in this agreement. In addition, neither MCOE or Awarded Vendor will be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware. The obligation of the indemnifying party to indemnify and hold the indemnified party harmless is contingent upon the indemnified party providing the indemnifying party with (i) prompt written notice of and description of each claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.

Neither MCOE nor the Awarded Vendor shall be liable for lost profits, loss of business or other consequential, special, indirect or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party. The Awarded Vendor will not be held liable or responsible for any amount of damages in excess of the lesser of: (i) the dollar amount paid by any purchaser for the product(s) giving rise to the claim; or (ii) \$50,000.00.

XII.7 PUBLIC RECORDS

All documents received by MCOE, as a public agency, in connection with this bid are subject to the requirements of the California Public Records Act, Government Code 6250-6270. Bidder shall identify information contained in the bid, which the Bidder deems to be confidential or proprietary and wishes to be withheld from disclosure to others under the state Public Records Act. Note: A blanket statement that all contents of the bid are confidential or proprietary will not be honored by MCOE.

XII.8 RIGHTS OF LEAS

The rights and remedies of the LEA provided above shall not be exclusive and are in addition to any other rights and remedies provided by law and under the Contract.

XII.9 GOVERNING LAW AND VENUE

The laws of the State of California govern the Contract. Each and every provision of law and clause required by law to be included in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included. If through mistake or otherwise any such provision is not included, or is not currently included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. Venue for any litigation arising out of or related to the Contract shall be with either the Superior Court in and for the County of Monterey, State of California or the Federal District Court for the Northern District of California, San Jose Division.

X.10 SEVERABILITY:

The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

XII.11 TERMINATION FOR NON-PAYMENT

The Awarded Vendor understands and agrees that failure or refusal to comply with the provisions set forth in Section IX.4 and IX.5 regarding reports and the payment of the two percent 2% Transaction Fee in conjunction with any use of this Contract by MCOE or any other LEA is grounds for cancellation of the Contract as described in Sections XI.3 and XI.4

XII.12 SALES TAX

Award Vendors must be authorized to sell in California and must collect and remit all required sales taxes associated with sales to LEAs within California. Sales tax rates for LEAs are different for each agency, depending upon their location within a taxing jurisdiction. Proper collection must be made from each participating LEA.

XII.13 LOCAL LEA COUNSEL

Both the Awarded Vendor and any LEA using this Contract agree that the MCOE makes no representation that use of this Contract by any Other Agency is, in fact, authorized by law. In this regard, the MCOE suggests that, at a minimum, Awarded Vendor and LEAs consult with their own legal counsels before consummating a purchase under this Contract.

XII.14 COPYRIGHT

These bid documents and all attachments are copyrighted in 2011 by the Epylon Corporation and the Monterey County Office of Education (©2011, Epylon and Monterey County Office of Education).

XIII. Code Citations

[\[Click to Go Back to Beginning of Document\]](#)

XIII.1 PUBLIC CONTRACT CODES

Public Contract Code 20112. For the purpose of securing bids the governing board of a school district shall publish at least once a week for two weeks in some newspaper of general circulation published in the district, or if there is no such paper, then in some newspaper of general circulation, circulated in the county, and may post on the district's Web site or through an electronic portal, a notice calling for bids, stating the work to be done or materials or supplies to be furnished and the time when and the place and the Web site where bids will be opened. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid shall not be received after that time. The governing board of the district may accept a bid that was submitted either electronically or on paper.

Public Contract Code 20118. Notwithstanding Sections 20111 and 20112, the governing board of any school district without advertising for bids, if the board has determined it to be in the best interests of the district, may authorize by **contract**, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the contract, **lease**, requisition, or purchase order, the school district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property.

Public Contract Code 20652. Notwithstanding any other provisions of Sections 81640 to 81654, inclusive, of the Education Code, or of Sections 20651 to 20659, inclusive, of this code, the governing board of any community college district without advertising for bids, and when that board has determined it to be in the best interests of the district, may authorize by **contract**, lease, requisition, or purchase order, any public corporation or agency, including any county, city, town, or district, to lease data-processing equipment, purchase materials, supplies, equipment, automotive vehicles, tractors, and other personal property for the district in the manner in

which the public corporation or agency is authorized by law to make the leases or purchases. Upon receipt of any such personal property, provided the property complies with the specifications set forth in the **contract**, lease, requisition, or purchase order, the community college district may draw a warrant in favor of the public corporation or agency for the amount of the approved invoice, including the reasonable costs to the public corporation or agency for furnishing the services incidental to the lease or purchase of the personal property.

XIII.2 EDUCATION CODES

Education Code 1276. The county superintendent of schools may contract with an acceptable party who is one of the three lowest responsible bidders for the lease, purchase, or maintenance of electronic data-processing systems and for the lease, purchase, or maintenance of supporting software.

Education Code 17597. In addition to utilizing the procedures specified in Article 14 (commencing with Section 17545) of Chapter 4, any school district or any county board of **education** may, by direct sale or otherwise, sell to a purchaser any electronic data processing equipment, other major items of equipment, or any relocatable building owned by, or to be owned by, the school district or county board, if the purchaser agrees to lease the equipment or building back to the school district or county for use by the school district or county following the sale.

The approval by the governing board of the school district or of the county superintendent of schools of the sale and leaseback shall be given only if the governing board of the school district or the county superintendent of schools finds, by resolution, that the equipment is data processing equipment, another major item of equipment, or a relocatable building within the meaning of this section and that the sale and leaseback is the most economical means for providing the electronic data processing equipment, other major items of equipment, or relocatable building to the school district or county. For purposes of determining the area of existing adequate school construction under the Leroy F. Greene State School Building Lease-Purchase Law of 1976, any portable relocatable classroom acquired under this section and used for classroom purposes shall be considered owned by the district.

Education Code 38110. The county board of education shall on or before the first day of February of each year establish rules and regulations under which any school district in the county shall, except as provided in Section 40002, purchase standard school supplies and equipment through the county superintendent of schools, or when so directed by him or her, through a county purchasing agent.

When the county superintendent of schools purchases standard school supplies without directing their purchase through the county purchasing agent or other county, city, or school district agent or agency, he or she shall make such purchase from the lowest responsible bidder who shall give such security as the county superintendent of schools requires, or else reject all bids. For the purpose of securing bids, the county superintendent of schools shall publish at least once a week for two weeks in a newspaper of general circulation published in the county, a notice calling for bids stating where the list and specifications of standard school supplies and equipment to be furnished may be obtained and the time when, and the place where bids will be opened.

The county board of education shall list as standard school supplies and equipment such supplies and equipment as can be advantageously purchased in quantity. The list of standard school supplies shall be accompanied by a table of specifications giving the minimum grade, quality, substance, or other standard required for the purchase of each item listed.

The cost of advertising for bids and the cost of preparation of a table of specifications shall be paid from the county general fund. The provisions of this section shall not apply to counties of the first or second class containing no more than three districts with an average daily attendance of less than 2,500.

Education Code 38112. (a) Except as provided in subdivision (b), the governing board of any school district may purchase any necessary school supplies and equipment, including standard school supplies and equipment listed by the county board of education, in the manner provided in this chapter, or the governing board of any school district may purchase such supplies and equipment directly from the vendor. Such direct purchase may be as a single district or two or more districts acting as a cooperative.

(b) An elementary school district having an average daily attendance of less than 2,500 during the preceding fiscal year may purchase standard school supplies and equipment directly from a vendor only by means of a purchasing cooperative representing a total average daily attendance in excess of 2,500 and then only if the county superintendent of schools has on file a document certifying the school district's membership in such a cooperative.

Education Code 81645.5. In addition to utilizing the procedures specified in Article 9 (commencing with Section 81450) of Chapter 2, any community college district may, by direct sale or otherwise, sell to a purchaser any electronic data-processing equipment or other major items of equipment owned by, or to be owned by, the district, if the purchaser agrees to lease the equipment back to the district for use by the district following the sale.

The approval by the governing board of the district of the sale and leaseback shall be given only if the governing board finds, by resolution, that the equipment is data-processing equipment or another major item of equipment within the meaning of this section and that the sale and leaseback is the most economical means for providing electronic data-processing equipment or other major items of equipment to the district.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: RESOLUTION 15/16-3120 DESIGNATE AUTHORIZED REPRESENTATIVES TO THE SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY FOR WORKERS' COMPENSATION, PROPERTY & LIABILITY OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW

BACKGROUND INFORMATION:

San Ysidro School District is a member of and has executed an Articles of Agreement to the San Diego County School Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the Board of member districts designate and appoint a JPA representative.

RECOMMENDATION:

Approve Resolution #15/16-3120 Designating and authorizing Jose Arturo Sanchez Macias, Chief Operations Officer, as representative and Dr. Julio Fonseca, Superintendent as alternate to the San Diego County Schools Risk Management Joint Powers Authority for Workers' Compensation, Property & Liability or any other risk or plan authorized by law.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

None

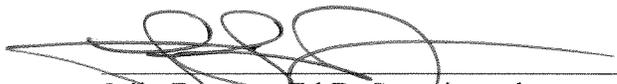
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

SAN YSIDRO SCHOOL DISTRICT

RESOLUTION NO. 15/16-3120

RESOLUTION # 15/16-3120 TO DESIGNATE AUTHORIZED REPRESENTATIVE TO THE SAN DIEGO COUNTY SCHOOLS RISK MANAGEMENT JOINT POWERS AUTHORITY FOR WORKERS' COMPENSATION, PROPERTY & LIABILITY OR ANY OTHER RISK OR PLAN AUTHORIZED BY LAW

On motion of Member _____, seconded by Member _____, the following resolution is adopted:

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish insured and self-insurance plans for workers' compensation, property and liability, miscellaneous property or any other risk or plan authorized by law;

WHEREAS, the San Ysidro School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Risk Management Joint Powers Authority (JPA) and the JPA Agreement requires that the Board of member districts designate and appoint a JPA representative.

NOW THEREFORE BE IT RESOLVED that Julio Fonseca, Ed.D., Superintendent is designated as the authorized representative of the Board of Trustees of San Ysidro School District and Jose Arturo Sanchez Macias, Chief Operations Officer, as alternate representative, and is hereby authorized and directed to perform all items pertaining to the interest of the Board of Trustees as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Joint Powers Authority Agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Julio Fonseca, Ed.D
Superintendent

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: RESOLUTION #15/16-3121 TO DESIGNATE AUTHORIZED REPRESENTATIVES TO THE SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS

BACKGROUND INFORMATION:

School Districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain a Fringe Benefit Program as authorized by law. The San Diego County Schools Fringe Benefit Consortium requires that Board designate and appoint an FBC representative.

RECOMMENDATION:

Approve Resolution #15/16-3121 designating and appointing Jose Arturo Sanchez Macias, Chief Operations Officer as the FBC representative and Dr. Julio Fonseca, Superintendent, as the alternate representative for the San Ysidro School District to the San Diego County Schools Risk Management Fringe Benefits Consortium for the Fringe Benefits Program.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

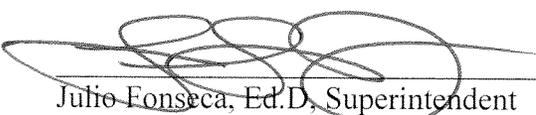
None
(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

RESOLUTION # 15/16-3121

RESOLUTION TO DESIGNATE AUTHORIZED REPRESENTATIVE TO SAN DIEGO COUNTY SCHOOLS FRINGE BENEFITS CONSORTIUM FOR FRINGE BENEFITS PROGRAMS

On motion of Member _____, seconded by Member _____,
the following resolution is adopted:

WHEREAS, school districts in the State of California have determined there is a continuing need for insured and self-insurance plans for fringe benefits and desire to combine their respective efforts to establish and maintain Fringe Benefit Programs as authorized by law; and

WHEREAS, Title I, Division 7, Chapter 5, Article I (Sections 6500 et seq.) of the Government Code of the State of California authorizes joint exercise of two or more public agencies of any power common to them; and

WHEREAS, Sections 35214, 17566, 17567, 81602, and 81603 of the Education Code authorize a school district to establish a plan for health, vision, mental wellness, physical wellness, dental, IRC Section 125, life, long term care, prepaid legal, long term disability, deferred compensation, voluntary benefits, or any other fringe benefits plan as authorized by law;

WHEREAS, the San Ysidro School District is a member of and has executed an Articles of Agreement to the San Diego County Schools Fringe Benefits Consortium requires that the Board of member districts designate and appoint an FBC representative.

NOW THEREFORE BE IT RESOLVED that Jose Arturo Sanchez Macias, Chief Operations Officer is designated as the authorized representative(s) of the Governing Board of the San Ysidro School District; Alternate Representatives is Julio Fonseca, Ed.D., Superintendent and are hereby authorized and directed to perform all items pertaining to the interest of the Governing Board as a legislative body pursuant to the terms of the San Diego County Schools Risk Management Fringe Benefits agreement.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: FIRST READING OF REVISED BOARD POLICY AND
ADMINISTRATIVE REGULATION 1330 – COMMUNITY RELATIONS –
USE OF FACILITIES

BACKGROUND INFORMATION:

The Board has requested to revise Board Policy and Administrative Regulation 1330, Community Relations Use of School Facilities. Aligned with the Civic Center Act a school district may grant the use of school facilities and grounds upon certain terms and conditions deemed proper by the Governing Board and subject to specified limitations, requirements, and restrictions set forth within the law. Fees will be charged in order to recover for direct costs such as utility, maintenance, personnel and other direct costs for use of school facilities or grounds.

RECOMMENDATION:

Approve first reading of revised Board Policy and Administrative Regulation 1330 – Community Relations Use of School Facilities.

Renewal New Amendment Ratify Other

Business Services Reviewed: *jas*

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:



Julio Fonseca, Ed.D, Superintendent
Secretary to the Board

USE OF SCHOOL FACILITIES

The Governing Board recognizes that district facilities and grounds are a community resource and authorizes their use by community groups for purposes provided for in the Civic Center Act when such use does not interfere with school activities.

(cf. 6145.5 - Student Organizations and Equal Access)

All school-related activities shall be given priority in the use of facilities and grounds under the Civic Center Act. Thereafter, the use shall be on a first-come, first-served basis.

The Superintendent or designee shall maintain procedures and regulations for the use of school facilities and grounds that: (Education Code 38133)

1. Aid, encourage, and assist groups desiring to use school facilities for approved activities
2. Preserve order in school buildings and on school grounds and protect school facilities, designating a person to supervise this task, if necessary

(cf. 0450 - Comprehensive School Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

3. Ensure that the use of school facilities or grounds is not inconsistent with their use for school purposes and does not interfere with the regular conduct of school work

Fees

The Board shall grant the use of school facilities or grounds without charge to school-related organizations whose activities are directly related to or for the benefit of district schools. Other groups requesting the use of school facilities under the Civic Center Act shall be charged at least direct costs.

Groups shall be charged fair rental value when using school facilities or grounds for entertainment or meetings where admission is charged or contributions solicited and net receipts are not to be expended for charitable purposes or for the welfare of the district's students. (Education Code 38134)

Legal Reference: (see next page)

USE OF SCHOOL FACILITIES (continued)

Legal Reference:

EDUCATION CODE

10900-10914.5 *Community recreation programs*

32282 *School safety plan*

37220 *School holidays*

38130-38138 *Civic Center Act, use of school property for public purposes*

BUSINESS AND PROFESSIONS CODE

25608 *Alcoholic beverage on school premises*

MILITARY AND VETERANS CODE

1800 *Definitions*

UNITED STATES CODE, TITLE 20

7905 *Equal access to public school facilities*

COURT DECISIONS

Good News Club v. Milford Central School, (2001) 533 U.S. 98

Lamb's Chapel v. Center Moriches Union Free School District, (1993) 508 U.S. 384

Cole v. Richardson, (1972) 405 U.S. 676

Connell v. Higgenbotham, (1971) 403 U.S. 207

ACLU v. Board of Education of Los Angeles, (1961) 55 Cal.2d 167

Ellis v. Board of Education, (1945) 27 Cal.2d 322

ATTORNEY GENERAL OPINIONS

82 *Ops. Cal. Atty. Gen.* 90 (1999)

79 *Ops. Cal. Atty. Gen.* 248 (1996)

Management Resources:

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES

1101.89 *School District Liability and "Hold Harmless" Agreements, LO: 4-89*

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

USE OF SCHOOL FACILITIES

Application for Use of Facilities

Any persons applying for the use of any school facility or grounds on behalf of any society, group, or organization shall present written authorization from the group or organization to make the application.

Persons or organizations applying for the use of school facilities or grounds shall submit a statement of information indicating that the organization upholds the state and federal constitutions and does not intend to use school premises to commit unlawful acts.

Civic Center Use

Subject to district policies and regulations, school facilities and grounds shall be available to citizens and community groups as a civic center for the following purposes: (Education Code 32282, 38131)

1. Public, literary, scientific, recreational, educational, or public agency meetings
2. The discussion of matters of general or public interest
3. The conduct of religious services for temporary periods, on a one-time or renewable basis, by any church or religious organization
4. Child care programs to provide supervision and activities for children of preschool and elementary school age

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

5. The administration of examinations for the selection of personnel or the instruction of precinct board members by public agencies
6. Supervised recreational activities including, but not limited to, sports league activities that are arranged for and supervised by entities, including religious organizations or churches, and in which youths may participate regardless of religious belief or denomination
7. A community youth center

(cf. 1020 - Youth Services)

8. Mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare

USE OF SCHOOL FACILITIES (continued)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

9. A ceremony, patriotic celebration, or related educational assembly conducted by a veterans' organization

A *veterans' organization* means the American Legion, Veterans of Foreign Wars, Disabled American Veterans, United Spanish War Veterans, Grand Army of the Republic, or other duly recognized organization of honorably discharged soldiers, sailors, or marines of the United States, or any of their territories. (Military and Veterans Code 1800)

10. Other purposes deemed appropriate by the Governing Board

The district may grant the use of school facilities on those days on which the public school is closed. (Education Code 37220)

(cf. 6115 - Ceremonies and Observances)

Restrictions

School facilities or grounds shall not be used for any of the following activities:

1. Any use by an individual or group for the commission of any crime or any act prohibited by law
2. Any use which is inconsistent with the use of the school facility for school purposes or which interferes with the regular conduct of school or school work
3. Any use which involves the possession, consumption, or sale of alcoholic beverages or any restricted substances, including tobacco use

(cf. 3513.3 - Tobacco-Free Schools)

The district may exclude certain school facilities from non-school use for safety or security reasons.

Damage and Liability

Groups, organizations, or persons using school facilities or grounds shall be liable for any property damages caused by the activity. The Board may charge the amount necessary to repair the damages and may deny the group further use of school facilities or grounds.

USE OF SCHOOL FACILITIES (continued)

Any group or organization using school facilities or grounds shall be liable for any injuries resulting from its negligence during the use of district facilities or grounds. The group shall bear the cost of insuring against this risk and defending itself against claims arising from this risk. (Education Code 38134)

Groups or organizations shall provide the district with evidence of insurance against claims arising out of the group's own negligence. Groups or organizations shall also be required to include the district as an additional insured on their liability policies for claims arising out of the negligence of the group.

As permitted, the Superintendent or designee may require a hold harmless agreement and indemnification when warranted by the type of activity or the specific facility being used.

USE OF SCHOOL FACILITIES

STATEMENT OF INFORMATION

The undersigned, as duly authorized representative for _____, states that, to the best of his/her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act which is prohibited by law.

The undersigned further declares that _____, the organization on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California.

(Signed)

(Date)

(organization if applicable)

CIVIC CENTER USE FEES

A. Regular Classroom/Custodian on Duty
\$30.00 per use plus \$16.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.

B. Multi-Purpose Rooms - Elementary/Middle

Weekdays

\$40.00 per use plus \$16.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.

Weekends

\$60.00 per use plus \$24.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.

C. Kitchen
\$30.00 per use.
Personnel costs @ \$16.00 per hour.

D. Stadium/Gymnasium/Little Theater

Weekdays

\$300.00 per use plus \$12.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.

Weekends

\$300.00 per use plus \$18.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.

Field Lights
\$24.00 per hour

Scoreboard/Stage Lights
\$10.00 per hour

P.A. System
\$24.00 per hour

E. Showers/Locker room

Weekdays

\$48.00 per use plus \$40.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.

Weekends

\$72.00 per use plus \$48.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.

F. Playfields - Elementary/Middle
\$140.00 per use.

CIVIC CENTER USE FEES
(Continued)

- A. Regular Classroom/Custodian on Duty
\$60.00 per use plus \$32.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.
- B. Multi-Purpose Rooms - Elementary/Middle
- Weekdays
\$80.00 per use plus \$32.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.
- Weekends
\$120.00 per use plus \$48.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.
- C. Kitchen
\$60.00 per use.
Personnel costs @ \$16.00 per hour.
- D. Stadium/Gymnasium/Little Theater
- Weekdays
\$1,000.00 per use plus \$48.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour per person.
- Weekends
\$1,000.00 per use plus \$48.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.
- | | | |
|---------------------|--------------------------------|--------------------|
| <u>Field Lights</u> | <u>Scoreboard/Stage Lights</u> | <u>P.A. System</u> |
| \$140.00 per hour | \$20.00 per hour | \$48.00 per hour |
- E. Showers/Locker room
- Weekdays
\$96.00 per use plus \$80.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.
- Weekends
\$144.00 per use plus \$96.00 per hour over 3 hours.
Personnel costs @ \$24.00 per hour.
- F. Playfields - Elementary/Middle
\$280.00 per use.

**SAN YSIDRO SCHOOL DISTRICT
GOVERNING BOARD AGENDA**

TO: Governing Board

BOARD MEETING DATE: September 10, 2015

FROM: Julio Fonseca, Ed.D.
Superintendent

SCHOOL/DEPARTMENT: Business Services

AGENDA ITEM: FIRST READING OF BOARD POLICY 1330.1 – COMMUNITY
RELATIONS – JOINT USE AGREEMENTS

BACKGROUND INFORMATION:

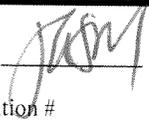
In order to ensure the efficient use of public resources and increase access to needed services, the Governing Board may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities when it is determined that joint use of facilities is in the best interest of the District and community.

The Business Services Department would like to submit for first reading Board Policy 1330.1, Community Relations - Joint Use Agreements. It is important to have a Board Policy in place to establish guidelines that are aligned with the California Education Code and that term and conditions are deemed proper by the Governing Board and subject to specified limitations, requirements, and restrictions set forth within the law.

RECOMMENDATION:

Approve first reading of Board Policy 1330.1 – Community Relations Joint Use Agreements.

Renewal New Amendment Ratify Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item included in the 2015-2016 Budget?

Requisition #

Yes No

Yes No

(Amount)

(Name of funding source and/or location)

(Funding account number)

Recommended for: Approval Denial Certification Requested Yes No

Superintendent's Office Certification:


Julio Fonseca, Ed.D., Superintendent
Secretary to the Board

JOINT USE AGREEMENTS

In order to ensure the efficient use of public resources and increase access to needed services, the Governing Board may enter into an agreement with any public agency, public institution, and/or community organization to use community facilities for school programs or to make school facilities or grounds available for use by those entities. Such an agreement shall be based on an assessment of student and community needs and may be designed to increase access to spaces for recreation and physical activity, library services, school health centers, preschool programs, child care centers, before- or after-school programs, or other programs that benefit students and the community.

(cf. 1020 - Youth Services)

(cf. 1330 - Use of School Facilities)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 5030 - Student Wellness)

(cf. 5141.6 - School Health Services)

(cf. 5148 - Child Care and Development)

(cf. 5148.2 - Before/After School Programs)

(cf. 5148.3 - Preschool/Early Childhood Education)

(cf. 6142.7 - Physical Education and Activity)

(cf. 6145.2 - Athletic Competition)

(cf. 6163.1 - Library Media Centers)

(cf. 7000 - Concepts and Roles)

(cf. 7131 - Relations with Local Agencies)

When it is determined that joint use of facilities is in the best interest of the district and community, the Superintendent or designee shall identify a potential partner agency, institution, or organization. He/she shall involve that partner, appropriate district and school staff, and community members in establishing planning processes, goals and priorities for joint use, locations where programs or facilities are most needed, and protocols for ongoing communication and coordination between the partners.

(cf. 1220 - Citizen Advisory Committees)

The Superintendent or designee shall work with the partner agency, institution, or organization to develop a written site-specific joint use agreement that delineates the terms and conditions for joint use of the district or community facilities and the responsibilities of all parties. As appropriate, the agreement may address:

1. The underlying philosophy or reasons for entering into the joint use agreement
2. The specific district or community facilities or grounds that will be made available to the other party and areas that will be restricted
3. Priorities for use of the property
4. Hours that the property will be available for use by the district, the partner, or other parties

JOINT USE AGREEMENTS (continued)

5. Projected capital costs, if any, and operating costs

(cf. 7110 - Facilities Master Plan)
(cf. 7150 - Site Selection and Development)
(cf. 7210 - Facilities Financing)

6. Resources to be allocated by the district and the partner

(cf. 3100 - Budget)

7. Rental or other fees, if any, to be charged to either party or third parties using the facilities

8. Responsibilities for management, scheduling, maintenance, on-site supervision, accounting, and other operations

9. Procedures and timelines for requesting use of the facilities

10. Code of conduct for users of the facilities and consequences for violations of the code

(cf. 3513.3 - Tobacco-Free Schools)
(cf. 3515.2 - Disruptions)
(cf. 5131 - Conduct)
(cf. 5131.5 - Vandalism and Graffiti)

11. Provision for regular inspection and notification of damage, as well as restitution and repair of property

(cf. 3515.4 - Recovery for Property Loss or Damage)
(cf. 3517 - Facilities Inspection)

12. Safety and security measures

(cf. 0450 - Comprehensive School Safety Plan)
(cf. 3515 - Campus Security)
(cf. 3516 - Emergencies and Disaster Preparedness Plan)
(cf. 5142 - Safety)

13. Liability, insurance, and risk management issues

(cf. 3320 - Claims and Actions Against the District)
(cf. 3530 - Risk Management/Insurance)
(cf. 9260 - Legal Protection)

14. Duration of the agreement, process for amending the agreement, and the bases for cancelling or terminating the agreement before the expiration date

JOINT USE AGREEMENTS (continued)

15. Process for resolving disputes regarding any aspect of the agreement
16. How any equipment purchased or other investments made through the agreement will be disposed of at the termination of the agreement

The agreement shall be reviewed by legal counsel and approved by the Board.

The Superintendent or designee shall provide regular reports to the Board regarding progress toward project goals, including, but not limited to, levels of participation in joint use programs held at school or community facilities, feedback from program participants, and any report of damage to property or harm to individuals resulting from the joint use. As needed, the Superintendent or designee shall recommend amendments to the joint use agreement.

(cf. 0500 - Accountability)

Legal Reference: (see next page)

JOINT USE AGREEMENTS (continued)

*Legal Reference:*EDUCATION CODE8482-8484.6 *After School Education and Safety Program*8484.7-8484.9 *21st Century Community Learning Centers*10900-10914.5 *Community recreation programs*17051-17052 *Joint use*17077.40-17077.45 *Eligibility for joint use funding*17565-17592 *Board duties re property maintenance and control*35200-35214 *Liabilities*37220 *School holidays; use of facilities when school is closed*38130-38138 *Civic Center Act, use of school property for public purposes*44808 *Exemption from liability when students not on school property*BUSINESS AND PROFESSIONS CODE25608 *Alcoholic beverages on school premises*GOVERNMENT CODE814-825.6 *Liability of public entities and employees*830-840.6 *Liability; dangerous conditions on property*895-895.8 *Liability; agreement between public entities*989-991.2 *Local public entity insurance*UNITED STATES CODE, TITLE 207171-7176 *21st Century Community Learning Centers*7905 *Equal access to public facilities**Management Resources:*CSBA PUBLICATIONS*Maximizing Opportunities for Physical Activity Through Joint Use of Facilities, Policy Brief, rev. February 2010**Building Healthy Communities: A School Leader's Guide to Collaboration and Community Engagement 2009*NATIONAL POLICY AND LEGAL ANALYSIS NETWORK TO PREVENT CHILDHOOD OBESITY PUBLICATIONS*Model California Joint Use Agreements**Liability for Use of School Property After Hours: An Overview of California Law, July 2009**Checklist for Developing Joint Use Agreements, March 2009*PUBLIC HEALTH LAW AND POLICY PUBLICATIONS*Opening School Grounds to the Community After Hours: A Toolkit for Increasing Physical Activity Through Joint Use Agreements, 2010*WEB SITESCSBA: <http://www.csba.org>

California Project LEAN (Leaders Encouraging Activity and Nutrition):

<http://www.californiaprojectlean.org>Cities Counties and Schools Partnership: <http://www.ccspartnership.org>Joint Use Statewide Task Force: <http://www.jointuse.org>National Policy and Legal Analysis Network: <http://www.nplan.org>Public Health Law and Policy: <http://www.phlpnet.org>