

# San Ysidro School District Governing Board

## **AGENDA**

Thursday

October 8, 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, JUNE 11, 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, June 11, 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 the **Education Center, 4350 Otay Mesa Road, San Ysidro, CA 92173**. Closed Session was conducted in accordance with applicable sections of California Law.

**MINUTES**

1. **CALL TO ORDER** Who: President Martinez Time: 4:30 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 4:31 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 **GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE/REASSIGNMENT  
(1 matter)
  - 4.3 **GOVERNMENT CODE SECTION 54957**

PUBLIC EMPLOYMENT  
Title: Superintendent
  - 4.4 **CONFERENCE WITH LEGAL COUNSEL-ANTICIPATED LITIGATION:**

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9:  
(2 cases) Medical Billing Technology

**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:

- 1) The Board voted 5-0 to enter into a Settlement Agreement with Medical Billing Technology, Inc. to Terminate its contract with the District.
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 First in Math
  - 8.2 Math 24
  - 8.3 Solar Project Presentation
  - 8.4 District English Learner Advisory Committee (DELAC)
  - 8.5 Technology
9. **PUBLIC COMMENT/COMMUNICATIONS ON OPEN SESSION ITEMS** – *Moved up to follow Roll Call.*
  - Paloma Valle – Ya, Parent,** 1) Commented that her daughter attends the YMCA Extended Day Program at Willow School. She was recently informed that another program may take its place next year. 2) Mentioned that parents haven't been notified and they are concerned about their children's safety.
  - Marianna Saponara,** 1) Thanked the Board for honoring the retirees.
  - Michelle Krug, Community Member,** 1) Commented that she would like to see transportation for Beyer School students. 2) Mentioned that she is happy the City funded the park between Ocean View Hills and Vista Del Mar Schools.
  - Zenaida Rosario, Teacher,** 1) Thanked the Board for attending the Kindergarten Promotion at Smythe School. 2) Shared concerns about doing away with the Dual Language Program. 3) Asked the Board and Superintendent to continue the Dual Language Program.
  - Patricia Pimentel, Parent,** 1) Shared concerns about her son being allowed to ride the bus to go on a fieldtrip without a permission slip and for the safety of the students.
  - Josephine Thomas, Parent Volunteer,** 1) Shared concerns about her son mistakenly receiving a wrong grade on his report card and the principal's response.
  - Rosa Estevez, Parent,** 1) Shared concerns about the YMCA Program being changed to a new provider. 2) Has a petition from parents for the YMCA to stay.

**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](http://www.sysd.k12.ca.us)

The Board recessed at 7:45 p.m. and reconvened at 7:58 p.m.

**10. GENERAL ADMINISTRATION**

**10.1 MINUTES**

The Board approved the minutes of the Regular Board Meeting of February 12, 2015.

Motion: Linares            Second: Diaz    Vote: Unanimous

**10.2 ADOPT LOCAL CONTROL ACCOUNTABILITY PLAN FOR THE 2015/16, 2016/17 AND 2017/18 SCHOOL YEARS**

The Board adopted the Local Control Accountability Plan for the 2015/16, 2016/17 and 2017/18 school years.

Motion: Diaz            Second: Linares    Vote: Unanimous

**10.3 EDUCATION PROTECTION ACCOUNT (EPA) SPENDING PLAN FOR THE 2015-2016 SCHOOL YEAR (PROP 30) - ADOPTION**

The Board approved/adopted the Education Protection Account (EPA) spending plan for the 2015-2016 school year (Prop 30).

Motion: Diaz            Second: Linares    Vote: Unanimous

**10.4 2015-16 BUDGET ADOPTION – ADOPTION**

The Board approved/ adopted the district's 2015-16 Budget.

Motion: Barajas            Second: Diaz    Vote: Unanimous

**10.5 SUPERINTENDENT EMPLOYMENT CONTRACT**

The Board approved employment of Julio Fonseca, Ed.D., Superintendent and employment contract, effective July 1, 2015.

Motion: Linares            Second: Barajas    Vote: Unanimous

**10.6 SUPPLEMENTAL FUNDING SPENDING PLAN**

The Board approved the Supplemental Funding Spending Plan as summarized in the attached matrix which includes the following information: project/program descriptions, timeframes for implementation, budget support, and providers/vendors. Contracts for each provider/vendor were submitted as individual board agenda items.

Motion: Diaz            Second: Linares    Vote: Unanimous

**10.7 THINK TOGETHER, INC. MEMORANDUM OF UNDERSTANDING**

The Board approved Memorandum of Understanding with THINK Together, Inc. at a cost not to exceed \$400,000 from Title I and Title 3.

Motion: Diaz            Second: Linares    Vote: Unanimous

**10.8 PRINCIPAL’S EXCHANGE PROFESSIONAL SERVICES AGREEMENT**

The Board approved the Professional Services Agreement with Principal’s Exchange from June 12, 2015 to August 15, 2015 at an estimated cost of \$195,000.

Motion: Diaz                      Second: Linares    Vote: Unanimous

**10.9 PURCHASE OF PAPER PRODUCTS AND GROCERIES**

The Board approved Renewal of Bid #11/12-332 to purchase paper products and groceries for school year 2015-2016 for Categories 11 and 13 at an approximate cost of \$250,000.

Motion: Linares                      Second: Barajas    Vote: Unanimous

**11. CONSENT CALENDAR**

The Board approved the Consent Calendar with the following changes:

- 1) Pulled Consent Calendar Items 11A.2, 11A.3, 11B.1, 11B.2 and 11B.6 for discussion and to be voted on separately.

Motion: Diaz                      Second: Linares    Vote: Unanimous

**11 A. CURRICULUM & INSTRUCTION**

**11A.1 AMENDMENT TO THE SCHOOL SITE STUDENT PLAN FOR SAN YSIDRO MIDDLE SCHOOL**

The Board approved/ratified the Amendment of the School Site Plant for the San Ysidro Middle School.

**11A.2 SAN YSIDRO MIDDLE SCHOOL 8<sup>TH</sup> GRADE TRIP TO WASHINGTON DC/NY 2016**

The Board approved/ratified the attendance of thirty 8th Grade students from San Ysidro Middle School to the educational program to Washington DC and New York, at a cost not to exceed \$60,000.

Motion: Barajas                      Second: Corrales    Vote: Unanimous

**11A.3 STAFF DEVELOPMENT**

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

<b>PARTICIPANT(S)</b>	<b>EVENT</b>	<b>PLACE</b>	<b>FROM/TO</b>	<b>COST</b>	<b>FUNDING</b>
Rodolfo Linares, Jose F. Barajas & Luciana Corrales	NALEO 32 <sup>nd</sup> Annual Education Conference	Las Vegas	June 17-19, 2015	\$4,000.00	General Fund
Amy Hunt	Personnel Administrators Academy	Ontario	Oct. 2-3, 2015	\$1,700.00	General Fund

Member Corrales commented that she received a scholarship to attend the NALEO conference and paid for the meals. There was no cost to the District.

Motion: Corrales                      Second: Linares    Vote: Unanimous

**11B. BUSINESS**

**11B.1 PURCHASE ORDER REPORT**

The Board approve/ratified purchase order numbers:

General Fund: A61181-A61189, A61194-A61195, A61197-A61206, A61208-A61240, A61242-A61250

A61257-A61261, A61263-A61283, A61285-A61289, A61291-A61294, A61296-A61305, A61307-A61315, A61317-A61319, A61321-A61327, A61329-A61335  
Child Development Fund: A61251-A61256, A61262  
Cafeteria Fund: A61190-A61193, A61196, A61241, A61290, A61320  
Building Fund: A61207, A61284, A61295, A61328

Motion: Linares Second: Diaz Vote: Unanimous

**11B.2 EXPENDITURE REPORT**

The Board approved/ratified expenditures incurred by the district during the period of May 08, 2015 through May 29, 2015. Listing sheets #600 through #619. Payments were made with checks #12-413107 through #12-419224 for a total expenditure of \$8,721,338.13.

Motion: Diaz Second: Linares Vote: Unanimous

**11B.3 ACCEPTANCE OF DONATION**

The Board accepted donations valued at \$9,133.00 to help support and enrich our educational programs.

**11B.4 THE CHILDREN'S INITIATIVE AGREEMENT**

The Board approved the Childhood Injury Prevention Project Agreement 2015-16 with The Children's Initiative to provide educational trainings at no cost to parents and the district.

**11B.5 FIRST AMENDMENT TO FIRST PROJECT AGREEMENT FOR INDUSTRIAL STORMWATER PERMIT SUPPORT**

The Board approved the Amendment to the First Project Agreement with the K-12 Public Schools and Community Colleges Facility Authority for Industrial Stormwater Permit Support.

**11B.6 CELEBRATION TO RECEIVE THE LIVE WELL SAN DIEGO PROCLAMATION**

The Board approved the celebration to receive the Live Well San Diego! Proclamation.

Motion: Diaz Second: Linares Vote: Unanimous

**11B.7 AGREEMENT WITH CHILDREN'S OT SERVICES, INC. (INDEPENDENT EDUCATIONAL EVALUATION)**

The Board approved/ratified the agreement with Children's OT Services, Inc. at a total cost not to exceed \$750.00.

**11B.8 SCHOOL INNOVATIONS AND ACHIEVEMENT, INC. AGREEMENT FOR PROGRAM ADVISORY & COMPLIANCE SERVICES**

The Board approved the renewal agreement with School Innovations and Achievement Inc. for Program Advisory & Compliance Services for fiscal year 2015-16.

**11B.9 SCHOOL INNOVATIONS AND ACHIEVEMENT, INC. AGREEMENT FOR SCHOOL ACCOUNTABILITY REPORT CARD (SARC) SERVICES**

The Board approved the Agreement with School Innovations & Achievement, Inc. for the preparation of the School Accountability Report Cards (SARC) at a cost of \$7,350.

**11B.10 WESS TRANSPORTATION SERVICES, INC. AGREEMENT**

The Board approved/ratified the agreement with WESS Transportation Services Inc. from May 15, 2015 to June 30, 2016.

**11B. 11 AGREEMENT WITH AZUSA PACIFIC UNIVERSITY**

The Board approved the agreement with Azusa Pacific University to provide educational field experiences effective July 1, 2015 through June 30, 2020.

**11B. 12 AGREEMENT WITH FRONTLINE FOR VERITIME AUTOMATED TIMEKEEPING SYSTEM**

The Board approved the agreement with FrontLine for the VeriTime Automated Timekeeping System for an estimated cost of \$18,500.

**11B.13 STATE OF CALIFORNIA STANDARD AGREEMENT NO. CN140458**

The Board approved/ratified the agreement with the State of California, California Department of Education for reimbursement for employee's participation in the 2015 English Language Arts Adoption process.

**11B.14 GALASSO'S BAKERY AGREEMENT**

The Board approved the agreement with Galasso's Bakery to provide whole wheat bread to all school's cafeterias during school year 2015-16

**11C. PERSONNEL – CLASSIFIED**

**EMPLOYMENT**

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

- 11C.1** Classified Intersession Employment: Instructional Aides: Maria Camacho, Laura Contreras, Elidia De La Torre, Maria del Rocio Diaz, Xochitl Enciso, Laura Escamilla, Alexander Gacuya, Guillermina Gonzalez, Marisela Gonzalez, Griselda Huinquez, Brenda Lopez, Teresa Lopez, Martha Montoya, Alexandra Paul, Maria Fernanda Rios, Rosa Rivera, Susana Villarreal, Joana Ynostros; Health Care Assistants: Lucero Gomez and Maria Socorro Quintero; Health Clerk Rosa Lopez and LVN Dennis Buenavista for the Summer of 2015 Special Education Extended Year Program from June 9 – July 7, 2015, at Smythe School, not to exceed 5.5 hours daily, \$35.00/hr, on an as needed basis.

**RELEASE OF NOON SUPERVISORS**

The Board approved/ratified the release of Noon Supervisors as recommended by staff:

- 11C.2** Release of Noon Supervisors: Victoria Andrade and Neolonda Zamudio effective June 5, 2015 at end of day

**LEAVE OF ABSENCE WITHOUT PAY**

The Board approved/ratified the leave of absence for a Food Service Worker:

- 11C.3** Leave of Absence without Pay: Catalina Rodrigues from August 12, 2015 to September 8, 2015

**BUSINESS AND NUTRITIONAL SERVICES MANAGER POSITION – Position not established**

- 11C.4** Approve the reclassification as recommended by staff.-

**11D. PERSONNEL – CERTIFICATED**

**EMPLOYMENT**

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

- 11D.1** Substitute Teacher: Sheri Oliver effective May 21, 2015

- 11D.2** Certificated Intersession Employment: Irma Beltran, Albert Caballero, Christian Cali, Lilly Esparza, Steve Gonzales, Amy Haven, Maricela Hernandez, Catherine McDonald, Estella Pena, Carina Ponce, Nathan Porlas, Sophia Railey, Marlo Vasquez, Psychologist Rebeca Ackerman, LSH Specialist Marjorie Palacios for Summer 2015 Special Education Extended Year Program from June 9 – July 7, 2015, at Smythe School, not to exceed 5.5 hours daily, at appropriate placement on salary schedule, on an as needed basis.

#### **RETIREMENT**

The Board approved/ratified retirement of certificated staff:

- 11D.3** Certificated Staff: Mayela Rivera effective June 30, 2015, Miguel Alvarez, Norma Adame, Alicia Berumen, Penny Cline, Gustavo Rodriguez, John Borja, Sylvia Salazar, Laura Duehring, Gerardo Galindo, Artemisa Fimbres and Delia Connaghan effective June 8, 2015

#### **RESIGNATION**

The Board approved/ratified resignation of certificated staff:

- 11D.4** Certificated Staff: Lisa Marie Surquia effective June 30, 2015, Italia Lee and Thomas Nunez effective June 8, 2015

#### **RELEASE OF TEMPORARY ASSIGNMENT**

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

- 11D.5** The Release of Temporary Certificated Staff: Lizette Garcia-Castaneda effective May 29, 2015, Erika Lopez Martinez, Cristina Renteria, Matilde Diaz, Sandra Ferguson, Ana Molina, Victoria Boone and Abigail Diaz effective June 8, 2015

#### **MOU BETWEEN SAN YSIDRO SCHOOL DISTRICT AND SYEA FOR SUMMER INSTITUTE**

- 11D.6** The Board approved MOU between San Ysidro School District and SYEA for Summer Institute.

#### **12. ITEMS FROM THE BOARD & SUPERINTENDENT**

**Member Barajas,** 1) Mentioned that a celebration was held for the retirees. 2) Wished Mr. Nunez the best. 3) Commented that he would like to recognize Mrs. Connaghan by placing a plaque in the girl's locker room and Joe Gamboa by naming the soccer field after him.

**Member Corrales,** 1) Thanked Interim Superintendent Velasquez for working with us. 2) Thanked President Martinez and the Board. 3) Thanked Mrs. Hunt for providing support to Human Resources. 4) Thanked staff for their promotion ceremonies and congratulated the students. 5) Thanked Penny Cline for coordinating the Writers' Tea. 6) Commented that parents should always be heard and feel welcome.

**Vice-President Diaz,** 1) Commented that we've come a long way and he is looking forward to continued work with the new Superintendent. 2) Mentioned that he ran for the Board because questions were not answered. 3) Commented that he is making sure that when he votes, it's in the best interest of children. 4) Mentioned that we need to give our kids a chance to be more than we are.

**Clerk Linares,** 1) Commented that he is happy that things are going well. 2) Mentioned that he appreciates Mr. Velasquez donating his time and mentoring the new Superintendent.

**President Martinez,** 1) Thanked Interim Superintendent Velasquez for getting the District out of negative certification, the improvement on the bond ratings and for the resolved lawsuits. 2) Congratulated Sylvia Munoz and our neighboring district Sweetwater because they found a great Superintendent, Karen Janney. 3) Mentioned that he is proposing July 11 for the Board Retreat with the new Superintendent.

**Interim Superintendent Velasquez,** 1) Thanked President Martinez. 2) Commented that he is happy the Board found an excellent Superintendent, Dr. Fonseca. 3) Mentioned that he makes decisions that are not popular but does what is best for the students. He spent a whole life and several careers focusing on children.

4) Mentioned that decisions will be made that are not popular and asked everyone to look at what is in the best interest of the children and move forward. 5) Commented that it's a great Board and continue the focus on children with Dr. Fonseca. 6) Thanked staff.

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

**13. ADJOURNMENT**

Time: 9:24 p.m.

Respectfully Submitted,

Julio Fonseca, Ed.D., Secretary  
Governing Board

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 8, 2015

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** FIRST READING OF BOARD POLICY 5131.2 (a-f)  
STUDENTS BULLYING

**BACKGROUND INFORMATION:**

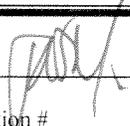
The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

**RECOMMENDATION:**

Approve first reading of Board Policy 5131.2(a-f) on Students Bullying.

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Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

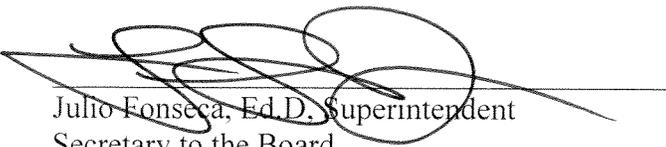
(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**BULLYING**

Note: The following **optional** policy may be revised to reflect district practice.

Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the Governing Board to adopt policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics; see BP 5145.3- Nondiscrimination/Harassment for language fulfilling this mandate.

The Governing Board recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

*(c/5131- Conduct)*

*(cf 5136- Gangs)*

*(cf 5145.3 -Nondiscrimination/Harassment)*

*(cf 5145.7- Sexual Harassment)*

*(cf 5145.9- Hate-Motivated Behavior)*

Note: Pursuant to Education Code 32261 and 48900.2-48900.4, the definition of "bullying" for purposes of establishing grounds for suspension or expulsion includes bullying via an electronic act such as posting of messages on social media networks; see AR 5144.1 - Suspension and Expulsion/Due Process.

In addition, Penal Code 653.2 makes it a crime for a person to distribute personal identity information electronically with the intent to cause harassment by a third party and to threaten a person's safety or that of his/her family (e.g., placing a person's picture or address online so that he/she receives harassing messages). Penal Code 288.2 makes it a crime to send a message to a minor if the message contains matter that is sexual in nature with the intent of seducing the minor (i.e., sexting).

*Cyberbullying* includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

*(cf 5145.2- Freedom of Speech/Expression)*

Note: Education Code 32282 encourages districts to include policies and procedures aimed at preventing bullying in their comprehensive safety plans; see BP 0450 - Comprehensive Safety Plan.

**BULLYING** (continued)

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

*(cf 0420- School Plans/Site Councils)*

*(cf 0450- Comprehensive Safety Plan)*

*(cf 1220 - Citizen Advisory Committees)*

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

*(cf 6020 -Parent Involvement)*

**Bullying Prevention**

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

*(cf 5137- Positive School Climate)*

*(cf 6164.2- Guidance/Counseling Services)*

Note: California content standards related to student education about bullying and violence prevention (e.g., recognizing the characteristics of bullying, examining the effects of bullying on others, demonstrating what to say and do when witnessing bullying) are addressed within the health education content standards adopted by the State Board of Education.

47 USC 254 requires districts that receive e-rate discounts to adopt a policy which addresses educating students about appropriate online behavior, including the interaction with other individuals on social networking web sites and in chat rooms, as well as providing information about cyberbullying awareness and response. See BP 6163.4- Student Use of Technology for language implementing this mandate.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

*6142.8- Comprehensive Health Education)*

*(cf 6142.94- History-Social Science Instruction)*

*(cf 6163.4- Student Use of Technology)*

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

**BULLYING** (continued)*(cf 4131- Staff Development)**(cf 4231- Staff Development)**(cf 4331- Staff Development)*

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

**Intervention**

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

Note: Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), requires the district to adopt a process requiring school personnel who witness acts of discrimination, harassment, intimidation, or bullying to take immediate steps to intervene when it is safe to do so; also see BP 5145.3 - Nondiscrimination/Harassment.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

**Complaints and Investigation**

Note: Pursuant to Education Code 234.1, as amended by AB 9 (Ch. 723, Statutes of 2011), districts are required to adopt a process for receiving and investigating student complaints involving discrimination, harassment, intimidation, and bullying based on race or ethnicity, nationality, gender, sex, sexual orientation, religion, or any other characteristic contained in the definition of hate crimes in Penal Code 422.55. To ensure compliance with this requirement, the California Department of Education has determined that the uniform complaint procedures must be used for this purpose. Though some bullying incidents may not fall within the provisions of Education Code 234.1, CSBA strongly recommends that districts use their uniform complaint procedures when investigating all bullying incidents to ensure consistent implementation by district staff. The following **optional** paragraph provides that all complaints regarding bullying will be investigated using the district's uniform complaint procedures pursuant to AR 1312.3 - Uniform Complaint Procedures. Districts that choose to use another complaint procedure for bullying incidents that are not covered within Education Code 234.1 should modify the following paragraph accordingly.

Students may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying. Complaints of bullying shall be investigated and resolved in accordance with the district's uniform complaint procedures specified in AR 1312.3 – Uniform Complaint Procedures.

BULLYING (continued)

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations.

*(cf 5138 - Conflict Resolution/Peer Mediation)*

*(cf 5144 -Discipline)*

*(cf 5144.1- Suspension and Expulsion/Due Process)*

*(cf 5144.2- Suspension and Expulsion/Due Process (Students with Disabilities))*

*(cf 6159.4- Behavioral Interventions for Special Education Students)*

*Legal Reference: (see next page)*

**BULLYING** (continued)

*(cf 1312.3- Uniform Complaint Procedures)*

Note: Districts have the authority to monitor student use of the district's Internet system and to conduct individual searches of student accounts if there is reasonable suspicion that a user has violated district policy or the law; see BP/AR 5145.12- Search and Seizure and BP/AR 6163.4- Student Use of Technology.

As noted in the section "Discipline" below, the courts have generally upheld a district's authority to discipline a student for off-campus conduct when the conduct causes, or is foreseeably likely to cause, a substantial disruption of school activities. Thus, in complaints regarding off-campus conduct, districts should document, with specific examples, how the conduct or speech significantly disrupted or was likely to significantly disrupt school activities and the targeted student's educational performance.

When a student is reported to be engaging in bullying off campus, the Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

**Discipline**

Note: Pursuant to Education Code 32261 and 48900.2-48900.4, "bullying" is a ground for suspension or expulsion in grades 4-12; see AR 5144.1 Suspension and Expulsion/Due Process.

As noted in the section "Complaints and Investigation" above, the courts have generally upheld discipline for off-campus conduct that posed a threat to the safety of other students, staff or school property or presented a risk of substantial disruption of school activities, provided that the district was able to document the impact or disruption that the conduct had, or could be expected to have, on school activities (e.g., Lavine v. Blaine School District). In addition, courts have analyzed the reasonableness of the district's policy and whether the disciplinary action taken by the district was in proportion to the student's misbehavior. For example, the court in J.C. v. Beverly Hills Unified School District found that the district would be able to discipline a student for a video recorded off campus and posted on YouTube, but that the discipline imposed on this particular student was not justified since the district did not present evidence of specific facts that led school officials to predict that the video would cause substantial disruption (e.g., the video was not violent or threatening nor did it lead to any confrontations between the students). When the conduct does not rise to the level of "substantial disruption," the district may implement interventions other than suspension or expulsion to address the bullying. For further information, see CSBA's policy brief Cyberbullying: Policy Considerations for Boards. Also see BP 5131- Conduct and BP 5145.2 – Freedom of Expression.

## BULLYING (continued)

### Legal Reference:

#### EDUCATION CODE

200-262.4 Prohibition of discrimination  
32282 Comprehensive safety plan  
35181 Governing board policy on responsibilities of students  
35291-35291.5 Rules  
48900-48925 Suspension or expulsion  
48985 Translation of notices

#### PENAL CODE

647 Use of camera or other instrument to invade person's privacy; misdemeanor  
647.7 Use of camera or other instrument to invade person's privacy; punishment  
653.2 Electronic communication devices, threats to safety

#### UNITED STATES CODE, TITLE 47

254 Universal service discounts (e-rate)

#### COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094  
Lavine v. Blaine School District, (2002) 279 F.3d 719

### Management Resources:

#### CSBA PUBLICATIONS

Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012  
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011  
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010  
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

#### CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008  
Bullying at School, 2003

#### U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

#### WEB SITES

CSBA: <http://www.csba.org>  
California Cybersafety for Children: <http://www.cybersafety.ca.gov>  
California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/ss>  
Center for Safe and Responsible Internet Use: <http://cyberbully.org>  
National School Boards Association: <http://www.nsba.org>  
National School Safety Center: <http://www.schoolsafety.us>  
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 8, 2015

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** RESOLUTION #15/16-3122 AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS AND SCHOOL ORDERS FOR FISCAL YEAR 2015-16

**BACKGROUND INFORMATION:**

Pursuant to Education Code 42632, the Governing Board is required to designate authorized persons to sign all Commercial Warrants in the name of the San Ysidro School District. In addition, banks and the San Diego County Office of Education require a Resolution designating the authorized signers on bank accounts and school orders.

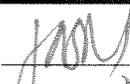
The District's authorized signers for all the commercial warrants, bank account checks and school orders for fiscal year 2015-16. The District would like to include the San Ysidro Middle School's principal as a designated authorized signer for the Associated Student Body (ASB) account.

**RECOMMENDATION:**

Approve Resolution #15/16-3122, including Ms. Rouba Tay as designated authorized signer for the Associated Student Body (ASB) Account effective October 8, 2015.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Are funds for this item available in the 2015-16 Budget?

Requisition # from PeopleSoft:

Yes     No

Yes     No

---

(Amount)

---

(Name of funding source and/or location)

---

(Funding account number)

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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. 15/16-3122**

**AUTHORIZING AGENTS TO SIGN BANK ACCOUNT CHECKS  
AND SCHOOL ORDERS FOR FISCAL YEAR 2015-16**

ON MOTION of Member \_\_\_\_\_ seconded by Member \_\_\_\_\_, the following resolution is adopted effective **October 8, 2015 through June 30, 2016**.

THE GOVERNING BOARD OF THE SAN YSIDRO SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

1. Authorized signers on established school district bank accounts shall be as follows:
  - a. **Cash Clearing Account**: established with an initial balance of \$1,000 to deposit funds awaiting transfer to County Treasury.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - b. **District Revolving Cash Fund Account**: established with an initial balance of \$5,000 for payment of obligations resulting from purchase of low cost goods and services at the District level.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - c. **Beyer School Revolving Cash Fund Account**: established with an initial balance of \$400 for Beyer School to reimburse staff members for purchase of low cost instructional and office supplies.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - d. **La Mirada School Revolving Cash Fund Account**: established with an initial balance of \$400 for La Mirada School to reimburse staff members for purchase of low cost instructional and office supplies.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - e. **Smythe School Revolving Cash Fund Account**: established with an initial balance of \$400 for Smythe School to reimburse staff members for purchase of low cost instructional and office supplies.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - f. **Sunset School Revolving Cash Fund Account**: established with an initial balance of \$400 for Sunset School to reimburse staff members for purchase of low cost instructional and office supplies.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer

- g. **Vista Del Mar School Revolving Cash Fund Account:** established with an initial balance of \$400 for Vista Del Mar School to reimburse staff members for purchase of low cost instructional and office supplies.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - h. **Willow School Revolving Cash Fund Account:** establish with an initial balance of \$600 for Willow School to reimburse staff members for purchase of low cost instructional and office supplies,
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - i. **San Ysidro Middle School Revolving Cash Fund Account:** established with an initial balance of \$600 for San Ysidro Middle School to reimburse staff members for purchase of low cost instructional and office supplies.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - j. **Ocean View Hills School Revolving Cash Fund Account:** established with an initial balance of \$600 for Ocean View Hills School to reimburse staff members for purchase of low cost instructional and office supplies.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
  - k. **Associated Student Body Account:** established for deposit of funds collected by, and payment of obligations incurred by, the Associated Student Body at San Ysidro School District schools.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
    - iii. Rouba Tay, Principal
  - l. **Camp Account:** established for deposit of funds collected for, and payment of obligations incurred for, sending 6<sup>th</sup> grade students to Camp.
    - i. Julio Fonseca, Ed.D., Superintendent
    - ii. Jose Arturo Sanchez Macias, Chief Operations Officer
2. Authorized signers on School Revolving Cash Fund Bank Accounts designated as “Principal” may be changed upon approval of the Superintendent or designee without further Board resolution.
  3. Pursuant to the provisions of Education Code 42632 the following persons are hereby authorized to sign all orders (“Commercial Warrants”) in the name of the San Ysidro School District, drawn on the funds of said district.



**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** September 10, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** RESOLUTION NO. 15/16-3123 TO PROCURE CARPET PURCHASE AND SERVICES THROUGH THE DEPARTMENT OF GENERAL SERVICES (DGS) CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS) CONTRACT #4-14-72-0057A AND BASE GSA SCHEDULE #GS-27F-0504H WITH KYA SERVICES LLC

**BACKGROUND INFORMATION:**

Public Contract Code authorizes school districts to enter into contract under certain conditions requiring the Board to determine that the 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 CMAS contract and Base GSA Schedule.

The District wishes to acquire services such as purchase, warranty and installation of floor covering and related products/items under the Department of General Services, Procurement Division CMAS contract #4-14-72-0057A and Base GSA Schedule #GS-27F-0504H awarded to KYA Services, LLC. The District would receive significant savings if purchased through this CMAS contract.

**RECOMMENDATION:**

Approve Resolution 15/16-3123.

---

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)

(Name of funding source and/or location)

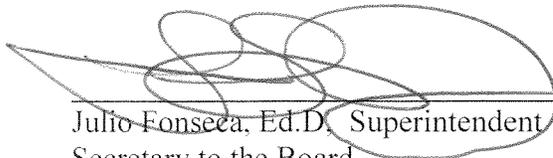
(Funding account number)

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Recommended for:     Approval     Denial

Certification Requested     Yes     No

**Superintendent's Office Certification:**

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







March 3, 2014

John Anthony Leyds  
KYA Services LLC  
1522 Brookhollow Drive, Suite #3  
Santa Ana, CA 92705

**Subject: KYA Services LLC's California Multiple Award Schedule (CMAS)**

**CMAS Contract No.:** 4-14-72-0057A  
**CMAS Contract Term:** March 3, 2014 through December 31, 2017  
**Base GSA Schedule No.:** GS-27F-0504H

The State of California is pleased to accept your firm's offer to establish a California Multiple Award Schedule (CMAS) contract, which we have assigned the CMAS contract number and term identified above. This contract number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this contract.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS contract to State and local government agencies. A complete CMAS contract includes the following: 1) this acceptance letter, 2) CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), 3) CMAS terms and conditions, 4) Federal GSA terms and conditions, and 5) product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with Contractors who provide ALL of the contract elements described above.

To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at [www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx](http://www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx), then select the "For Suppliers/Contractors" link. This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, Contractor's change of address or contact person, company name change requests, and marketing your CMAS contract.

It is the Contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q1-2014 (JAN-MAR)**  
**DUE BY APR 15, 2014.**

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to [www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx](http://www.dgs.ca.gov/pd/Home/FormsResourcesLibrary.aspx), then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "cmas010194".

Should you have any questions regarding this contract, please contact me at 916/375-4394. Thank you for your continued cooperation and support of the CMAS Program.

  
FAUSTINO MARQUEZ, Program Analyst  
California Multiple Award Schedules Unit

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

CONTRACT NUMBER:	4-14-72-0057A
SUPPLEMENT NO.:	N/A
CMAS CONTRACT TERM:	3/3/2014 through 12/31/2017
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-27F-0504H
BASE SCHEDULE HOLDER:	Carpet Resources, Inc.

This contract provides for the purchase, warranty, and installation of floor covering and related products. (See page 2 for the specific brands and restrictions applicable to this contract.)

NOTICE: Products and/or services on this CMAS contract may be available on a Mandatory Statewide Contract (formerly Strategically Sourced Contract). If this is the case, the use of this CMAS contract is restricted unless the State agency has an approved exemption pursuant to MM 05-11, and as further explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: <http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.htm>. This requirement is not applicable to local government entities.

**CONTRACT RESTRICTION FOR CARPET PURCHASES**

State agencies using this contract are bound by the requirements of Management Memo 10-01, which requires carpet purchased by State agencies shall be certified to meet the NSF/ANSI 140-2007 Standard at its Platinum level. A comprehensive searchable database of all carpet products certified to meet this Standard can be found at [www.carpet-rug.org](http://www.carpet-rug.org), then select the link to the NSF/ANSI carpet platforms.

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

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

Contractor non-compliance with the requirements of this contract may result in contract termination.

*FA*   
FAUSTINO MARQUEZ, Program Analyst, California Multiple Award Schedule

Effective Date: **3/3/2014**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES LLC  
CMAS NO. 4-14-72-0057A**

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

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

Contractor non-compliance with the requirements of this contract may result in contract termination.

**CMAS PRODUCT & SERVICE CODES**

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS contract and the base contract identified below for the products and/or services available on this contract.

Brand-Tandus  
Floor Cov-Broadloom Carpet  
Floor Cov-Carpet Recycled  
Floor Cov-Modular Carpet Tile

**AVAILABLE PRODUCTS AND/OR SERVICES**

Only products from the manufacturer(s) listed below are available within the scope of this contract.

Tandus

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Services to address environmental problems such as asbestos abatement, mold and mildew are not available under this contract.

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-27F-0504H (CARPET RESOURCES, INC.) with a GSA term of 10/1/1997 through 9/30/2017. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "Carpet Resources, Inc." with "KYA Services LLC." where "Carpet Resources, Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (714) 586-5526:

KYA Services, Inc.  
1522 BrookHollow Drive, Suite #3  
Santa Ana, CA 92705  
Attn: Tony Leyds

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

Contact: John Anthony Leyds  
Phone: (714) 659-6479  
E-mail: [tony@kyasurfacing.com](mailto:tony@kyasurfacing.com)

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at [www.ftb.ca.gov/aboutFTB/Delinquent\\_Taxpayers.shtml](http://www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml).

The Board of Equalization's list is available at [www.boe.ca.gov/cgi-bin/deliq.cgi](http://www.boe.ca.gov/cgi-bin/deliq.cgi).

**CALIFORNIA SELLER'S PERMIT**

Carpet Resources, Inc.'s California Seller's Permit No. is 102369022. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

**CONTRACT PRICES**

The maximum prices allowed for the products and/or services available in this CMAS contract are those set forth in the base contract identified on page 2 of this contract.

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

**QUANTITY DISCOUNTS**

This CMAS contract contains additional discounts. See the base GSA schedule for the specific percent of discount.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES LLC  
CMAS NO. 4-14-72-0057A**

**DARFUR CONTRACTING ACT**

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

**AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)**

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual RFOs and purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this CMAS contract. The ARRA Supplemental Terms and Conditions can be accessed at [www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/ARRATand%20C081009final.pdf).

**WARRANTY**

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

**DELIVERY**

60 days or sooner, after receipt of order and included in the purchase order, or as otherwise stipulated in the contract.

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

No CMAS order may be executed by a State agency that exceeds that agency's CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**HOW TO USE CMAS CONTRACTS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS contracts. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT) and the SCM, Volume 3, Chapter 6 (for IT):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contract".
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed

- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2 and 3, Chapter 3)
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this contract.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

**MINIMUM ORDER LIMITATION**

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

**ORDERING PROCEDURES**

**1. Order Form**

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES LLC  
CMAS NO. 4-14-72-0057A**

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: [www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx](http://www.dgs.ca.gov/osp/Programs/FormsManagementCenter/FillPrintList.aspx)

**2. Purchase Orders**

State and Local Government agencies are required to send a copy of each CMAS purchase order to:

Department of General Services  
Procurement Division, Data Management Unit  
PO Box 989052, MS #2-203  
West Sacramento, CA 95798-9052  
(or via Interagency Mail Service #Z-1)

The agency is required to complete and distribute the order form. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject orders that are not accurate. Discrepancies are to be negotiated and incorporated into the order prior to the products and services being delivered.

**3. Service and Delivery after Contract Expiration**

The purchase order must be issued before the CMAS contract end term expires. However, delivery of the products or completion of the services may be after the contract end term expires (unless otherwise specifically stated in the contract), but must be as provided for in the contract and as specified in the purchase order.

**4. Multiple Contracts on STD. 65 Order Form**

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

**5. Amendments to Agency's Purchase Orders**

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

The SCM, Volumes 2 & 3, Chapter 6.A5.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

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

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended. This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

**CONTRACTOR OWNERSHIP INFORMATION**

KYA Services, LLC is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts [GC Section 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS Small Business and Disabled Veteran Partners:

[www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx) then select "Find a CMAS Contractor"

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.

See the current fees in the DGS Price Book at: [www.dgs.ca.gov/ofs/Resources/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES LLC  
CMAS NO. 4-14-72-0057A**

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at [www.cslb.ca.gov](http://www.cslb.ca.gov) to verify that the Contractor's License shown below is still active and in good standing.

KYA Services, Inc.'s California Contractor's License number is 984827. This is a Class C-15 license that is valid through 6/30/2015.

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the schedule, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

Contractors must be authorized providers of the products and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000.00, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000.00. For orders exceeding \$250,000.00, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000.00 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services from the contract) must not exceed the total product cost.

5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Any other item or class of items specifically excluded from the scope of this contract.
4. Public Works components NOT incidental to the overall project requirements.
5. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

The contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this contract available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

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**SMALL BUSINESS/DVBE TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.
2. The Contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The Contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
    - List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
    - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
    - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
    - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

**SPECIALLY MANUFACTURED GOODS**

Any contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

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

**PRODUCT INSTALLATION**

The contractor is fully responsible for all installation services performed under the CMAS contract. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) Section 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works has increased to a sum not less than one hundred percent (100%) of the purchase order price.

**NOTE:** In accordance with Labor Code Section 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774.

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

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**UPDATES AND/OR CHANGES**

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

- A CMAS amendment is required when the contract is based on products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.
- A CMAS amendment is required for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

**SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions shall prevail if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

**STATEWIDE PROCUREMENT REQUIREMENTS**

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

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**ETHNICITY/RACE/GENDER REPORTING  
REQUIREMENT**

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information,

Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this contract are net 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 agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

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

Each State accounting office must have a copy of the Contractor's Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at:  
[www.dgs.ca.gov/ofs/Resources/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Resources/Pricebook.aspx).

**Orders from Local Government Agencies:**

Effective for CMAS orders dated 1/1/2010 or later, CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

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

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**4. Contractor Invoices**

Unless otherwise stipulated, the contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- Contract number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS contract, purchase order and invoice must match or the State Controller's Office will not approve payment.

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Warranty upgrades and extensions may also be paid for in advance, one time.

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**6. Credit Card**

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

**7. Lease/Purchase Analysis**

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (SAM 3700). Approval by the Department of General Services is not required.

**8. Leasing**

Except for Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term (\$1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this contract.

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart™ Internet address is [www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx](http://www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx). Buyers may contact the GS \$Mart™ Administrator, Pat Mullen by phone at (916) 375-4617 or via e-mail at [pat.mullen@dgs.ca.gov](mailto:pat.mullen@dgs.ca.gov) for further information.

**9. Maintenance Tax**

The Board of Equalization has ruled that in accordance with Section 1655 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, that whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

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

2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples); the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

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

**CONTRACTOR QUARTERLY REPORT PROCESS**

Contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions. This report shall be mailed to:

Department of General Services  
Procurement Division – CMAS Unit  
Attention: Quarterly Report Processing  
PO Box 989052, MS #2-202  
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663  
CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.

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- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS contract(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable GSA prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

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

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this contract entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions (unless otherwise stipulated in the CMAS contract).
- Federal GSA products, services, and price list (unless otherwise stipulated in the CMAS contract).
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the contract and are at or below contract rates. To streamline substantiation that the needed items are in the contract, the agencies should ask the contractor to identify the specific pages from the contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

When a subcontractor ultimately provides all of the products or performs all of the services that a contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

**AGENCY RESPONSIBILITY**

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

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This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

**CONFLICT OF INTEREST**

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the attached CMAS Terms and Conditions, Conflict of Interest, for more information.

**FEDERAL DEBARMENT**

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

**ACCEPTANCE TESTING CRITERIA**

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination: Seller pays the freight charges.

**AMERICANS WITH DISABILITY ACT (ADA)**

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

Department of General Services  
Procurement Division, CMAS Unit  
707 Third Street, 2<sup>nd</sup> Floor, MS 202  
West Sacramento, CA 95805-2811

Phone # (916) 375-4363  
Fax # (916) 375-4663

**ATTACHMENT A**

**ADA NOTICE**

**Procurement Division (State Department of General Services) AMERICANS  
WITH DISABILITIES ACT (ADA) COMPLIANCE  
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

**IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.**

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891  
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922 or 1-888-877-5379  
TTY: 1-800-735-2929 or 1-888-877-5378  
Speech-to-Speech: 1-800-854-7784

## ATTACHMENT B CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Contractor Name: \_\_\_\_\_ Reporting Calendar Year: \_\_\_\_\_ Revision   
 Contract Number: \_\_\_\_\_ Reporting Quarter:  Q1 (Jan-Mar)   
 For Questions Regarding This Report Contact:  Q2 (Apr-Jun)   
 Name: \_\_\_\_\_  Q3 (Jul-Sep)   
 Phone Number: \_\_\_\_\_  Q4 (Oct-Dec)   
 E-mail: \_\_\_\_\_

**Check Here if No New Orders for This Quarter**

STATE AGENCY PURCHASES							
State Agency Name	Purchase Order Number	Purchase Order Date	Agency Billing Code	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_ 1% Remitted to DGS (does not apply to CA certified SIBs): \$ \_\_\_\_\_

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

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**Instructions for completing the CMAS Quarterly Business Activity Report**

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.
6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
7. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
8. **Agency Address** - Identify the ordering agency's address on the purchase order.
9. **Phone Number** - Identify the phone number for the ordering agency's contact person.
10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
11. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

**Notes:**

- A report is required for each CMAS contract, each quarter, even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

**ATTACHMENT C**  
**INFORMATION REGARDING THE PURCHASE**  
**AND INSTALLATION OF FLOOR COVERINGS**

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

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

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

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

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

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

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

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

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

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

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well

## INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value. Note that the maximum amount of each transaction placed under this award schedule by a State agency is \$100,000.

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

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

### ESTIMATED CARPET INSTALLATION COSTS

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

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

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

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)

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

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS  
SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

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

Supplier's Contractor's License No. : \_\_\_\_\_

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

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

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

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

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

: \_\_\_\_\_

: \_\_\_\_\_

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

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

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

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

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

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

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

\_\_\_\_\_  
Date

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

SAMPLE B

PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT  
(CIVIL CODE SECTION 3247)

BOND NO. \_\_\_\_\_

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

Know All Men By These Presents:

That The State of California, acting by and through the

\_\_\_\_\_ has awarded to \_\_\_\_\_ (CONTRACTOR - PRINCIPLE) whose address is

\_\_\_\_\_ as Principle, a contract for the work described as follows:

WHEREAS, The provisions of Civil Code Section 3247 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and \_\_\_\_\_, a corporation organized under the laws of \_\_\_\_\_, and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of

\_\_\_\_\_ ( \_\_\_\_\_ ), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the Surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Chapter 7, Title 15, Part 4, Division 3 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective \_\_\_\_\_

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

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

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

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

under the laws of the State of California.

\_\_\_\_\_  
(SIGNATURE OF ATTORNEY IN FACT)

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

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS  
**CARPET INSTALLATION REQUIREMENTS**

SAMPLE C

Items Required		Performed By		Requirement
Yes	No	Vendor	Agency	
				Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.
				Remove existing carpet ____, pad ____, tile ____ Disposition: To State ____, Remove from State Premises ____
				Raise and reset monuments.
				Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.
				Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.
				Inspection of floor preparation by Building Manager.
				Reducer strips (metal ____, plastic ____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.
				Tack strips to be installed.
				Pad to be installed.
				Cove base, rubber ____ or vinyl ____. Furnish and install ____ Color: brown ____, black ____, other ____ Size: 6" ____, 4" ____, 2" ____, other ____ Remove existing base ____, Trim cove on existing base ____, Other (explain) _____
				All spots and smears of floor adhesives and seam cement to be removed.
				Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.
				Leave overage with Building Manager.
				Work to be performed on other than regular working hours. Nights _____ Weekends _____
				Floor duct covers, contact: Building Manager _____ Other _____

INFORMATION REGARDING THE PURCHASE AND INSTALLATION OF FLOOR COVERINGS

Carpet Installation Instructions Continued

SAMPLE C  
(continued)

COORDINATION AND INSPECTION OF WORK

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

A job walk-through for the purpose of inspecting the installation site will be conducted on \_\_\_\_\_ at \_\_\_\_\_ at \_\_\_\_\_.

The walk-through inspection will be conducted by \_\_\_\_\_.

Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

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

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

at (Agency) \_\_\_\_\_, telephone (\_\_\_\_) \_\_\_\_\_

will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) \_\_\_\_\_

to coordinate an acceptable installation schedule. **No installation work shall commence without the Building Manager's advance approval of the schedule.**

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

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES**

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - b) **"Buyer"** means the State's authorized Contracting official.
  - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
  - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
  - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
  - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
  - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
  - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
  - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS -- ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
 

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.
10. **WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
11. **CMAS -- ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
  - a) these General Provisions - Non-IT Commodities;
  - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
  - c) federal GSA (or other multiple award) terms and conditions;
  - d) Statement of Work, including any specifications incorporated by reference herein;

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES**

- e) special terms and conditions; and  
f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
- i) show the number of the container and the total number of containers in the shipment; and  
ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES**

Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.
- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- i) Stop work as specified in the Notice of Termination.
  - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
  - iii) Terminate all subContracts to the extent they relate to the work terminated.
  - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.
- 24. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
- i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
  - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(i) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
- i) Completed Goods, and
  - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to

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- protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.
- 25. FORCE MAJEURE:**  
Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:
- Acts of God or of the public enemy, and
  - Acts of the federal or state government in either its sovereign or Contractual capacity.
- If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.
- 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:**
- In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
  - In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
  - In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
  - The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
  - Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor

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shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.
36. **PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
  - b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
  - c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
    - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
    - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
  - d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the retention of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
  - e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
    - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
    - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
    - iii) The modification by the State of the equipment furnished hereunder or of the software; or
    - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
37. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.
38. **DISPUTES:**
- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
  - b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

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- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- 39. STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 40. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 41. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 42. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.
- 43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.
- 44. ASSIGNMENT OF ANTITRUST ACTIONS:** Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:
- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made

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- and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
- i) the assignee has not been injured thereby, or
  - ii) the assignee declines to file a court action for the cause of action.
- 45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
  - b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
    - i) the dangers of drug abuse in the workplace;
    - ii) the person's or organization's policy of maintaining a drug-free workplace;
    - iii) any available counseling, rehabilitation and employee assistance programs; and,
    - iv) penalties that may be imposed upon employees for drug abuse violations.
  - c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
    - i) will receive a copy of the company's drug-free policy statement; and,
    - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.
- 46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
- 47. SWEATFREE CODE OF CONDUCT:**
- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
- 48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
- 49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
  - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
- 51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

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53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.
54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.
55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
  - If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

**ADDITIONAL CMAS TERMS AND CONDITIONS**

**57. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:**

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

**58. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):**

- Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one

hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.

- In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- The Contractor hereby certifies by signing this Contract that:
  - Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
  - Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- Laws to be Observed
  - Labor  
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.  
  
Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
  - Worker's Compensation Insurance  
The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
  - Travel and Subsistence Payments  
Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES**

- collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
- iv) Apprentices  
Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.
- v) Payroll  
The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1778 of the California Labor Code.
59. **CMAS -- TERMINATION OF CMAS CONTRACT:**
- The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
  - If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
  - Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
  - Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
  - This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.
60. **CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.
61. **CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
62. **CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:
- It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.
63. **CMAS -- CONFLICT OF INTEREST:**
- Current State Employees (Public Contract Code Section 10410):
    - No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
    - No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
  - Former State Employees (Public Contract Code Section 10411):
    - For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
    - For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.
64. **CMAS -- SUBCONTRACTING REQUIREMENTS:**  
Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.
65. **CMAS -- RENTAL AGREEMENTS:**  
The State does not agree to:
- Indemnify a Contractor;
  - Assume responsibility for matters beyond its control;
  - Agree to make payments in advance;
  - Accept any other provision creating a contingent liability against the State; or
  - Agree to obtain insurance to protect the Contractor.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)  
GENERAL PROVISIONS - NON-IT COMMODITIES

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. **CMAS -- LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.
67. **CMAS -- QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.
68. **CMAS -- LIQUIDATED DAMAGES:**  
In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.
69. **CMAS -- PROGRESS PAYMENTS/PERFORMANCE BONDS:** In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract securing the faithful performance of the Contract by the Contractor.

## Sales and Use Tax Permit Verification

Permit Number 102369022 is **Valid**

Owner Name:	KYA SERVICES LLC
Business Name:	
Address:	1522 BROOKHOLLOW DR STE 200 SANTA ANA CA
Start Date:	04/01/2013

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Seller's permit verification is available to help you determine if a seller's permit account number included on your customer's resale certificate is currently valid. As a seller, you are responsible for ensuring the resale certificate is properly completed. Please refer to Regulation 1668, Resale Certificates

(<http://www.boe.ca.gov/lawguides/business/current/btlg/vol1/sutr/1668.html>) .

[Back to Query Page \(/boewebsservices/verification.jsp?action=SALES\)](#)

# Contractor's License Detail for License # 984827

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

### Business Information

KYA SERVICES LLC  
 1522 BROOKHOLLOW DRIVE SUITE 3  
 SANTA ANA, CA 92705  
 Business Phone Number:(714) 881-2603

Entity Ltd Liability  
 Issue Date 06/27/2013  
 Expire Date **06/30/2017**

### License Status

**This license is current and active.**

All information below should be reviewed.

### Classifications

C15 - FLOORING AND FLOOR COVERING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with SURETEC INSURANCE COMPANY.

**Bond Number:** 115947  
**Bond Amount:** \$12,500  
**Effective Date:** 06/17/2013

#### LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with PHILADELPHIA INDEMNITY INSURANCE COMPANY.

**Bond Number:** PB11510800105  
**Bond Amount:** \$100,000  
**Effective Date:** 06/27/2013

#### Bond of Qualifying Individual

The Responsible Managing Officer (RMO) MANDOZA DERRICK BENARD certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

**Effective Date:** 06/27/2013

### Workers' Compensation

This license has workers compensation insurance with the TECHNOLOGY INSURANCE COMPANY INC

**Policy Number:**TWC3465562  
**Effective Date:** 04/01/2015  
**Expire Date:** 04/01/2016

Workers' Compensation History

This license has liability insurance with JAMES RIVER INSURANCE COMPANY

Policy Number: 000672650

Amount: \$2,000,000

Effective Date: 06/19/2015

Expiration Date: 06/19/2016

Liability Insurance History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

CURRICULUM  
& INSTRUCTION

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 8, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Educational Services  
Tony Hua, Executive Director of Curriculum,  
Instruction and Innovation

**AGENDA ITEM:** FIELD TRIP TO QUALCOMM STADIUM

**BACKGROUND INFORMATION:**

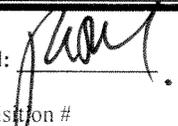
Willow students were invited to attend the Chargers Vs. Browns game at Qualcomm Stadium on Sunday October 4<sup>th</sup>, 2015 by Kendell Reyes number 91 from the San Diego Chargers. Eighteen 7<sup>th</sup> and 8<sup>th</sup> grade students will be chaperoned by Veronica Medina; Student and Family Services Manager. Tickets to the game were donated by Athletes for Education and the only cost will be bus transportation to and from Willow School.

**RECOMMENDATION:**

Approve/Ratify the trip of eighteen students from Willow School and Veronica Medina to Qualcomm Stadium to attend a Charger's Football game at a total cost of \$600 for transportation only.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

Yes     No

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

Yes     No

Requisition #

(Amount)

(Name of funding source and/or location)

(Funding account number)

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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**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 8, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** La Mirada School  
Lourdes Quezada, Principal

**AGENDA ITEM:** FOURTH GRADE FIELD TRIP TO STAR OF INDIA MARITIME  
MUSEUM OF SAN DIEGO

**BACKGROUND INFORMATION:**

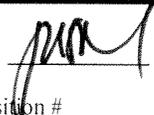
La Mirada 4<sup>th</sup> grade teachers, Ms. Minea and Mrs. Barron will be visiting and staying at the "Star of India" Maritime Museum of San Diego. Covering California Standards in Social Studies – Early California History.

**RECOMMENDATION:**

Approve the field trip for two fourth grade classes to Maritime Museum of San Diego "Star of India" on February 19, 2016 in San Diego, CA at a cost not to be exceed \$3,796.00.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$3,796.00

(Amount)

Fundraisers

(Name of funding source and/or location)

(Funding account number)

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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**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 8, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Educational Services  
Tony Hua, Executive Director of Curriculum,  
Instruction and Innovation

**AGENDA ITEM:** SAN DIEGO COUNTY OFFICE OF EDUCATION'S  
AFTER SCHOOL STRENGTHS BASED INSTITUTE

**BACKGROUND INFORMATION:**

Engage in this two day learning community designed to provide participants with a knowledge and understanding of group dynamics and its impact on organizational effectiveness. Learn how individual talents impact and influence group dynamics and the building of a well-rounded team.

Prior to the workshop participants will:

- Discover the unique top 5 strengths using an on-line, globally-recognized, research-based instrument and platform developed by Donald Clifton of Gallup.
- Each participant will receive his/her own, customized Strengths Code and directions for taking the online assessment along with your registration confirmation.

During this workshop participants will:

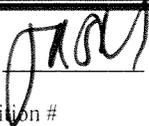
- Gain basic understanding of individual talent themes.
- Discover how individual talents and strengths can be used to strengthen an organization.
- Begin to link their strengths to successes and see a connection between themes and past and present behaviors.
- Recognize and value the natural talents and strengths in others.
- Be aware of how natural talents and strengths can be interpreted by others.
- Define difference of groups versus teams.
- Gain a basic introduction to the four domains of amazing teams.

**RECOMMENDATION:**

Approve/Ratify the attendance of Nadia Aviles, Efrain Burciaga, Sergio Campos, Manuela Colom, Neil Egasani, Maria Rodriguez and Rouba Tay to the SDCOE After School Strengths Based Institute on October 8 & 9, 2015 at no cost to the district.

---

Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

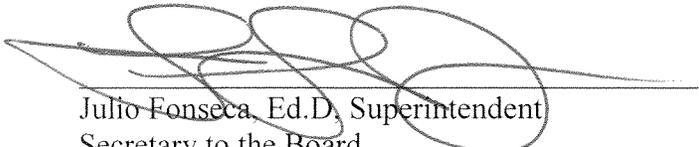
(Name of funding source and/or location)

(Funding account number)

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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**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 8, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Tony Hua, Director of  
Intervention Support Services, Educational Services

**AGENDA ITEM:** DELAC TRAINER OF TRAINERS – DATE CHANGED

**BACKGROUND INFORMATION:**

The LCFF (Local Control Funding Formula) is the new school finance system. Districts are required to write a Local Control Accountability Plan (LCAP) that outlines the goals, services and use of funds. The LCAP requires that parents play a key role in budget development and allocation and renews the requirement for DELAC (District English Learner Advisory Committee) to be a part of this process. This professional learning session will showcase curriculum developed by San Marcos Unified School District in collaboration with SDCOE. The curriculum informs D/ELAC parents of the LCAP, the three program options available to ELs. The learning facilitates their advisement on high quality services and programs for English Learners when addressing the LCAP. Attendees will have access to digital versions of curriculum materials to use with parents.

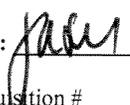
*\*This training was previously Board approved on September 10<sup>th</sup>, 2015 for 7 parents and Ms. Veronica Medina. Our DELAC members decided to attend the training on November 3<sup>rd</sup> instead of September 25<sup>th</sup>. This training session will be in English and Mrs. Kelli Hay will be attending as well.*

**RECOMMENDATION:**

Approve the attendance of 7 DELAC parents (one per site), Ms. Veronica Medina and Mrs. Kelli Hay to the DELAC trainer of trainers in Spanish on November 3, 2015 at a cost not to exceed \$180.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: 

Financial Implications?

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

Requestion #

Yes     No

Yes     No

\$180.00

(Amount)

Supplemental and Concentration Funds

(Name of funding source and/or location)

(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

**BUSINESS**

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

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**TO:** Governing Board

**BOARD MEETING DATE:** October 08, 2015

**FROM:** Julio Fonseca, Ed.D  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** PURCHASING REPORT

**BACKGROUND INFORMATION:**

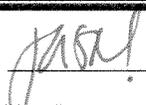
In order for the district to conduct the educational programs, expenditures are necessary. The function of a purchase order is to receive pre-approval for expenditures and set aside funds before services are performed and goods are received. When possible, purchase orders are made estimating the amount to be used over the course of the school year. Purchase orders are created and approved in the Business Services Department in addition to requisitions created by sites and other departments.

**RECOMMENDATION:**

Approve/Ratify the following purchase orders incurred by the district during the period of August 28, 2015 through September 23, 2015 (Report #3):  
▪ General Fund: A70344, A70346-A70350, A70353-A70357, A70359-A70360, A70362-A70386, A70390-A70392, A70398-A70401, A70403-A70414, A70416  
▪ Child Development Fund: A70345, A70389, A70393-A70397  
▪ Cafeteria Fund: A70387 and  
▪ Building Fund: A70361.

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Renewal     New     Amendment     Ratify     Other

**Business Services Reviewed:** 

Financial Implications?

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

Requisition #

Yes     No

Yes     No

(Amount)

As listed above

(Name of funding source and/or location)

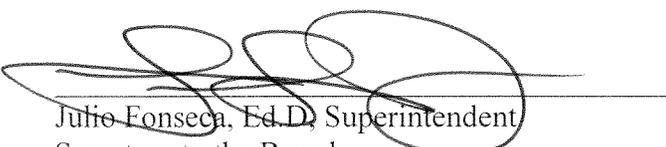
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(Funding account number)

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Recommended for:     Approval     Denial    Certification Requested     Yes     No

**Superintendent's Office Certification:**

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

PO DATE	PO #	VENDOR NAME	FUND NUMBER	REQUISITION INFORMATION	ORDER AMT.
8/28/2015	A70344	KONE INC	6	CONTRACTED SERVICES	896.50
8/28/2015	A70345	DEPARTMENT OF SOCIAL SERVICES	12-6	CONTRACTED SERVICES	242.00
8/28/2015	A70346	KONE INC	6	CONTRACTED SERVICES	1,646.61
8/28/2015	A70347	AMERI-MEX PLUMBING INC	6	CONTRACTED SERVICES	403.13
8/28/2015	A70348	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	871.00
8/28/2015	A70349	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	2,435.72
8/28/2015	A70350	ANYTIME SIGN SOLUTION, INC	6	CONTRACTED SERVICES	300.00
9/1/2015	A70353	SCRIPPS NATIONAL SPELLING BEE	3	REGISTRATION FEE	143.50
9/1/2015	A70354	NATIONAL GEOGRAPHIC SOCIETY	3	REGISTRATION FEE	100.00
9/1/2015	A70355	AMAZON.COM, INC.	3	INST. SUP.	933.12
9/1/2015	A70356	C AND C GLASS INC	6	MAINT. SUP.	1,000.00
9/1/2015	A70357	WOODWIND & BRASSWIND, INC	3	INST. SUP.	941.76
9/1/2015	A70359	SAN DIEGO COUNTY SUPERINTENDEN	6	REGISTRATION FEE	150.00
9/2/2015	A70360	LEAL & TREJO APC	3	LEGAL FEES	52,191.60
9/2/2015	A70361	LEAL & TREJO APC	21-10	LEGAL FEES	2,758.00
9/2/2015	A70362	JANIE PONTEPRINO	3	CONTRACTED SERVICES	2,500.00
9/2/2015	A70363	ULINE	3	PUBLICATION SUPPLIES	438.24
9/2/2015	A70364	HANDY METAL MART	3	MAINT. SUP.	500.00
9/2/2015	A70365	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	63.72
9/2/2015	A70366	SAN JOAQUIN COUNTY OF EDUCATIO	3	CONTRACTED SERVICES	729.30
9/4/2015	A70367	DOMTAR PAPER CO. LLC	3	SCHOOL SUP.	5,702.40
9/8/2015	A70368	SOUTHWEST SCHOOL & OFFICE	3	SCHOOL SUP.	5,344.96
9/8/2015	A70369	OFFICE DEPOT	3	SCHOOL SUP.	2,756.83
9/9/2015	A70370	JULIO FONSECA	3	CONTRACTED SERVICES	10,000.00
9/11/2015	A70371	BEST BUY	3	OFFICE SUP	221.38
9/14/2015	A70372	AASA	3	DUES & MEMBERSHIPS	447.00
9/14/2015	A70373	STANLEY CONVERGENT SECURITY	6	CONTRACTED SERVICES	251.00
9/14/2015	A70374	TIME AND ALARM SYSTEMS	6	CONTRACTED SERVICES	520.00
9/14/2015	A70375	ETA HAND2MIND	6	INST. SUP.	119,139.67
9/15/2015	A70376	EDUCATIONAL DATA SYSTEMS	3	INST. SUP.	2,190.83
9/17/2015	A70377	JULIO FONSECA	3	CONTRACTED SERVICES	2,622.90
9/18/2015	A70378	RGC CONSTRUCTION INC	6	CONTRACTED SERVICES	13,850.00

Cancelled - issued as payroll

9/18/2015	A70379	VIRCO INC	3	EQUIPMENT	1,166.55
9/18/2015	A70380	CRIMSON CENTER FOR SPEECH- LEARNING A-Z	6	CONTRACTED SERVICES	1,500.00
9/21/2015	A70381	LEARNING A-Z	6	CONTRACTED SERVICES	20,969.43
9/21/2015	A70382	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	1,842.07
9/22/2015	A70383	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	2,015.80
9/22/2015	A70384	ANSMAR PUBLISHERS, INC.	6	INST. SUP.	69,135.02
9/22/2015	A70385	SCHOLASTIC , INC	6	INST. SUP.	9,183.00
9/23/2015	A70386	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	2,742.20
9/23/2015	A70387	AMAZON.COM, INC.	13	CAFETERIA SUP.	166.37
9/23/2015	A70389	SOUTHLAND TECHNOLOGY, INC.	12-6	CONTRACTED SERVICES	796.99
9/23/2015	A70390	CORTES TOWING	6	CONTRACTED SERVICES	300.00
9/23/2015	A70391	COURTNEY TIRE SERVICE	3	MAINT. SUP.	1,000.00
9/23/2015	A70392	WAXIE SANITARY SUPPLY	3	CUSTODIAL SUP.	1,215.00
9/23/2015	A70393	SOUTHLAND TECHNOLOGY, INC.	12-6	CONTRACTED SERVICES	837.42
9/23/2015	A70394	SOUTHLAND TECHNOLOGY, INC.	12-6	CONTRACTED SERVICES	775.39
9/23/2015	A70395	SOUTHLAND TECHNOLOGY, INC.	12-6	CONTRACTED SERVICES	295.84
9/23/2015	A70396	SOUTHLAND TECHNOLOGY, INC.	12-6	CONTRACTED SERVICES	147.92
9/23/2015	A70397	SOUTHLAND TECHNOLOGY, INC.	12-6	CONTRACTED SERVICES	337.92
9/23/2015	A70398	SCHOOL SERVICES OF CALIFORNIA	3	OFFICE SUP	600.00
9/23/2015	A70399	SCHOOL SERVICES OF CALIFORNIA	3	CONTRACTED SERVICES	3,540.00
9/23/2015	A70400	SIR SPEEDY PRINTING 02890	3	OFFICE SUP	127.44
9/23/2015	A70401	JOHNSON CONTROLS	6	CONTRACTED SERVICES	1,547.96
9/23/2015	A70403	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	195.00
9/23/2015	A70404	LLOYD PEST CONTROL CO.	6	CONTRACTED SERVICES	160.00
9/23/2015	A70405	WILLIAM V. MAC GILL & CO.	3	MEDICAL SUP.	40.69
9/23/2015	A70406	JOHNSON CONTROLS	6	CONTRACTED SERVICES	2,949.46
9/23/2015	A70407	OFFICE DEPOT	6	INST. SUP.	47.51
9/23/2015	A70408	GRAINGER	3	MAINT. SUP.	800.00
9/23/2015	A70409	RIVERSIDE PUBLISHING CO.	6	INST. SUP.	560.47
9/23/2015	A70410	AMAZON.COM, INC.	6	INST. SUP.	312.54
9/23/2015	A70411	ULINE	3	OFFICE SUP	234.36
9/23/2015	A70412	COOLE SCHOOL	3	INST. SUP.	160.50
9/23/2015	A70413	STAPLES, INC.	3	OFFICE SUP	217.53
9/23/2015	A70414	ROCHESTER 100 INC.	3	INST. SUP.	64.80
9/23/2015	A70416	AMAZON.COM, INC.	3	OFFICE SUP	43.18

**SAN YSIDRO SCHOOL DISTRICT  
GOVERNING BOARD AGENDA**

---

**TO:** Governing Board

**BOARD MEETING DATE:** October 08, 2015

**FROM:** Julio Fonseca, Ed.D.  
Superintendent

**SCHOOL/DEPARTMENT:** Business Services  
Arturo Sanchez Macias, Chief Operating Officer

**AGENDA ITEM:** EXPENDITURE REPORT

**BACKGROUND INFORMATION:**

The District is required to pay for goods and services it uses to conduct the educational and support programs. Prior to payment, contract may be required with appropriate approvals and proof of receipt of the goods or services. Invoices to be paid are entered in the Business Services Department. Warrants are printed at San Diego County Office of Education then returned to the Business Services Department for signature.

The following are expenditures incurred by the district during the period of August 24, 2015 through September 18, 2015. Listing sheets #681 through #695. Payments were made with checks #12-437064 through #12-443408 for a total expenditure of \$681,023.50 from the following sources:

General Fund - \$589,474.32  
Cafeteria Fund - \$84,129.00  
Building Fund - \$6,728.50  
Child Development Fund- \$691.68

**RECOMMENDATION:**

Approve/Ratify expenditures incurred by the District during the period of August 24, 2015 through September 18, 2015. Listing sheets #681 through #695. Payments were made with checks #12-437064 through #12-443408 for a total expenditure of \$681,023.50.

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Renewal     New     Amendment     Ratify     Other

Business Services Reviewed: *ASH*

Financial Implications?

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

Requisition #

Yes     No

Yes     No

\$681,023.50  
(Amount)

As listed above  
(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

**11B.2**

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/17/2015 AT 20:04  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 21-10: BUILDING FUND

PAGE 47  
 WARRANT DATE 09/18/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003766	MICHAEL BAKER INTERNATIONAL	12-443408		3,970.50	915615	A70149	
003766	MICHAEL BAKER INTERNATIONAL	12-443408	3,970.50	3,970.50	21-10 9010-000	0000 8100-000	5800-010 025
*** TOTALS FOR FUND ***			3,970.50				3,970.50 (INVOICE) 3,970.50 (DISTRIBUTION)

695

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/17/2015 AT 20:04  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 13-00: CAFETERIA SPCL REVENUE FUND

PAGE 46  
 WARRANT DATE 09/18/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-443406		15.62	XEROX 13-00 5310-000	A70305	3700-000 5600-005 085
001641	XEROX CORPORATION	12-443406	15.62				
003624	SAN YSIDRO SCHOOL DISTRICT	12-443407		18.77	BNKFEE 13-00 5310-000		3700-000 5800-010 085
003624	SAN YSIDRO SCHOOL DISTRICT	12-443407	18.77				
*** TOTALS FOR FUND ***			34.39				34.39 (INVOICE) 34.39 (DISTRIBUTION)

6987

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/17/2015 AT 20:04  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 12-06: CHILD DEVELOPMENT FUND

PAGE 45  
 WARRANT DATE 09/18/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001641	XEROX CORPORATION	12-443405		109.66	XEROX1	A70301	
			109.66	109.66	12-06 6105-000	0001	1000-000 5600-006 076
*** TOTALS FOR FUND ***							
							109.66 (INVOICE)
							109.66 (DISTRIBUTION)

693

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/17/2015 AT 20:04  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 03-00/06-00: GENERAL FUND COMBINED

PAGE 44  
 WARRANT DATE 09/18/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
04781A	LUZ E LARIOS CONSULTANT &	12-443404	790.96	790.96	EXPENS 03-00 0000-000	A70241	7200-000 5800-010 064
04781A	LUZ E LARIOS CONSULTANT &	12-443404	790.96	790.96	EXPENS 03-00 0000-000	A70241	7200-000 5800-010 064
	UNRESTRICTED		80,007.73				
	RESTRICTED		54,127.48				
*** TOTALS FOR FUND ***			134,135.21	134,135.21			(INVOICE)
							(DISTRIBUTION)

692

FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/17/2015 AT 20:04  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 03-00/06-00: GENERAL FUND COMBINED

PAGE 43  
 WARRANT DATE 09/18/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004727	THE CITY LINK FOUNDATION	12-443395		1,912.50	CITYLN	A70266	3600-000 5600-005 074
004727	THE CITY LINK FOUNDATION	12-443395	1,912.50	1,912.50	03-00 0982-000	0000	3600-000 5600-005 074
004739	MWILLIS INC.	12-443396		3,554.90	201503	A70153	7200-000 5800-010 064
004739	MWILLIS INC.	12-443396	3,554.90	3,554.90	03-00 0000-000	0000	7200-000 5800-010 064
004779	JULIO FONSECA	12-443397		2,622.90	EXPNSE	A70377	7100-000 4300-008 064
004779	JULIO FONSECA	12-443397	2,622.90	2,622.90	03-00 0000-000	0000	7100-000 4300-008 064
004781	LUZ E LARIOS, CONSULTANT &	12-443398		7,162.50	000126	A70155	7200-000 5800-010 064
004781	LUZ E LARIOS, CONSULTANT &	12-443398	7,162.50	7,162.50	03-00 0000-000	0000	7200-000 5800-010 064
004785	SCHOOL MATE	12-443399		1,128.50	429346	A70215	1000-000 4300-001 018
004785	SCHOOL MATE	12-443399	1,128.50	1,128.50	03-00 0000-000	1110	1000-000 4300-001 018
004786	ECS IMAGING, INC	12-443400		3,427.20	10965	A70237	4400-000 4400-000 061
004786	ECS IMAGING, INC	12-443400	3,427.20	3,427.20	03-00 0000-001	1110	1000-000 4400-000 061
004789	BOYS & GIRLS CLUB	12-443401		36,828.43	876	A70310	5800-000 5800-000 012
004789	BOYS & GIRLS CLUB	12-443401	36,828.43	36,828.43	06-00 9065-005	1110	1000-000 5800-000 012
004792	FUN AND FUNCTION, LLC	12-443402		944.53	139090	A70281	1190-000 4300-001 054
004792	FUN AND FUNCTION, LLC	12-443402	944.53	944.53	06-00 6500-000	5770	1190-000 4300-001 054
004800	JEROME RYAN	12-443403		215.24	139091	A70285	1190-000 4300-001 054
004800	JEROME RYAN	12-443403	215.24	215.24	06-00 6500-000	5770	1190-000 4300-001 054

11B.2  
 0239

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
003377	SOUTHWEST SCHOOL & OFFICE	12-443385	1,427.16	898.39	036736		
				898.39	03-00 0000-000	0000	0000-000 9320-000 000
				528.77	048219		
				528.77	03-00 0000-000	0000	0000-000 9320-000 000
003420	NEXUS IS, INC.	12-443386	42.00	42.00	660831	A70257	
				42.00	03-00 0000-000	0000	7700-000 4300-002 067
003624	SAN YSIDRO SCHOOL DISTRICT	12-443387	79.39	79.39	MISION		
				79.39	03-00 0000-000	0000	7200-000 5800-000 071
003754	MARIA A CANALE	12-443388	40.25	40.25	CANALE		
				40.25	03-00 0000-000	1110	1000-000 4300-001 012
003934	ANYTIME SIGN SOLUTION, INC	12-443389	40.50	40.50	24120	A70350	
				40.50	06-00 8150-000	0000	8100-000 5600-005 070
004084	RUSSELL SIGLER, INC	12-443390	370.62	370.62	010181	A70181	
				370.62	06-00 8150-000	0000	8100-000 4300-007 070
004164	N2Y INC	12-443391	2,200.10	2,200.10	S21607	A70233	
				2,200.10	06-00 6500-000	5770	1110-000 5800-006 054
004467	ASSI SECURITY, INC.	12-443392	300.00	300.00	SD6067	A70258	
				300.00	03-00 0300-500	1110	1000-000 5600-007 025
004578	STAFF REHAB	12-443393	3,100.00	3,100.00	8818	A70081	
				3,100.00	06-00 6500-000	5001	3900-000 5600-005 052
004578	STAFF REHAB	12-443393	3,100.00				
004689	ACCOUNTABLE HEALTHCARE	12-443394	5,040.00	2,800.00	049202	A70116	
				2,800.00	06-00 6500-000	5770	1190-000 5800-010 054
				2,240.00	049569	A70116	
				2,240.00	06-00 6500-000	5770	1190-000 5800-010 054

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001931	UNITED RENTALS	12-443376	94.48	94.48	06-00 8150-000	0000 8100-000	4300-007 070
001931	UNITED RENTALS	12-443376		144.73	400881	A70065	
002102	A-Z BUS SALES, INC.	12-443377	293.48	144.73	03-00 0982-000	0000 3600-000	4300-023 074
002102	A-Z BUS SALES, INC.	12-443377		148.75	400885	A70065	
002151	RANCHO AUTO & TRUCK PARTS	12-443378	220.23	16.41	242783	A70016	
002151	RANCHO AUTO & TRUCK PARTS	12-443378		16.41	06-00 8150-000	0000 8100-000	4300-007 070
002536	STANDARD PLUMBING & INDUSTRIAL	12-443379	245.14	203.82	243081	A70066	
002536	STANDARD PLUMBING & INDUSTRIAL	12-443379		203.82	03-00 0982-000	0000 3600-000	4300-023 074
002545	SKS, INC.	12-443380	617.87	184.95	188001	A70047	
002545	SKS, INC.	12-443380		184.95	06-00 8150-000	0000 8100-000	4300-007 070
002711	ROCHESTER 100 INC.	12-443381	690.00	60.19	591639	A70047	
002711	ROCHESTER 100 INC.	12-443381		60.19	06-00 8150-000	0000 8100-000	4300-007 070
002990	ULINE	12-443382	459.07	617.87	272399	A70062	
002990	ULINE	12-443382		617.87	03-00 0982-000	0000 3600-000	4300-022 074
003145	VALLEY INDUSTRIAL SPECIALTIES	12-443383	690.00	690.00	M86766	A70323	
003145	VALLEY INDUSTRIAL SPECIALTIES	12-443383		690.00	03-00 0000-000	1110 1000-000	4300-001 025
003145	VALLEY INDUSTRIAL SPECIALTIES	12-443383	272.01	459.07	330419	A70363	
003145	VALLEY INDUSTRIAL SPECIALTIES	12-443383		459.07	03-00 0000-000	0000 7550-000	4300-050 073
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-443384	25.00	112.17	219057	A70022	
003311	SAN DIEGO COUNTY SUPERINTENDEN	12-443384		112.17	06-00 8150-000	0000 8100-000	4300-007 070
003377	SOUTHWEST SCHOOL & OFFICE	12-443385	25.00	159.84	219161	A70022	
003377	SOUTHWEST SCHOOL & OFFICE	12-443385		159.84	06-00 8150-000	0000 8100-000	4300-007 070

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/17/2015 AT 20:04  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 03-00/06-00: GENERAL FUND COMBINED

WARRANT DATE 09/18/2015  
 PAGE 40

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-443370		60.69	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-443370	1,023.77				
001161	HOME DEPOT CREDIT SERVICES	12-443371		27.99	585943	A70017	
001161	HOME DEPOT CREDIT SERVICES	12-443371		27.99	06-00 8150-000	0000	8100-000 4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-443371		410.39	694039	A70017	
001161	HOME DEPOT CREDIT SERVICES	12-443371		410.39	06-00 8150-000	0000	8100-000 4300-007 070
001383	BUS WEST	12-443372		233.52	124802	A70044	
001383	BUS WEST	12-443372	672.29	233.52	03-00 0982-000	0000	3600-000 4300-023 074
001502	CALIFORNIA DEPT. OF JUSTICE	12-443373		94.69	124872	A70044	
001502	CALIFORNIA DEPT. OF JUSTICE	12-443373	882.00	94.69	03-00 0982-000	0000	3600-000 4300-023 074
001502	CALIFORNIA DEPT. OF JUSTICE	12-443373		344.08	124891	A70044	
001641	XEROX CORPORATION	12-443374		344.08	03-00 0982-000	0000	3600-000 4300-023 074
001641	XEROX CORPORATION	12-443374	5,738.93	882.00	118126	A70005	
001641	XEROX CORPORATION	12-443374		882.00	03-00 0000-000	0000	7200-000 5800-010 062
001775	STAPLES, INC.	12-443375		5,738.93	XEROX2	A70331	
001775	STAPLES, INC.	12-443375	452.82	15.62	03-00 0000-000	0000	7100-000 5600-006 064
001775	STAPLES, INC.	12-443375		140.60	03-00 0000-000	0000	7200-000 5600-006 061
001775	STAPLES, INC.	12-443375		31.24	03-00 0000-000	0000	7200-000 5600-006 062
001775	STAPLES, INC.	12-443375		57.58	03-00 0000-000	0000	7200-000 5600-006 071
001775	STAPLES, INC.	12-443375		31.24	03-00 0000-000	0000	7700-000 5600-006 067
001775	STAPLES, INC.	12-443375		604.07	03-00 0000-000	1110	1000-000 5600-006 012
001775	STAPLES, INC.	12-443375		676.98	03-00 0000-000	1110	1000-000 5600-006 016
001775	STAPLES, INC.	12-443375		882.18	03-00 0000-000	1110	1000-000 5600-006 018
001775	STAPLES, INC.	12-443375		890.48	03-00 0000-000	1110	1000-000 5600-006 020
001775	STAPLES, INC.	12-443375		942.55	03-00 0000-000	1110	1000-000 5600-006 022
001775	STAPLES, INC.	12-443375		1,109.20	03-00 0000-000	1110	1000-000 5600-006 024
001775	STAPLES, INC.	12-443375		453.05	03-00 0000-000	1110	1000-000 5600-006 025
001775	STAPLES, INC.	12-443375		31.24	03-00 0982-000	0000	3600-000 5600-005 074
001775	STAPLES, INC.	12-443375		41.66	06-00 6500-000	5750	1110-000 5600-005 054
001775	STAPLES, INC.	12-443375		31.24	06-00 8150-000	0000	8100-000 5600-005 070
001775	STAPLES, INC.	12-443375		382.63	181831	A70283	
001775	STAPLES, INC.	12-443375		382.63	03-00 0000-000	0000	7700-000 4400-000 067
001775	STAPLES, INC.	12-443375		70.19	309951	A70204	
001775	STAPLES, INC.	12-443375		70.19	03-00 0000-000	0000	7100-000 4300-011 064
001775	UNITED RENTALS	12-443376		94.48	146001	A70018	

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/17/2015 AT 20:04  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 03-00/06-00: GENERAL FUND COMBINED

WARRANT DATE 09/18/2015  
 PAGE 39

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE NUMBER	INVOICE AMOUNT	PURCH ENC #	ACCOUNT DISTRIBUTION
001161	HOME DEPOT CREDIT SERVICES	12-443369		015665		A70017	
			128.22	06-00 8150-000	0000	8100-000	4300-007 070
			9.85	021718		A70017	
			9.85	06-00 8150-000	0000	8100-000	4300-007 070
			26.08	023673		A70017	
			33.97	06-00 8150-000	0000	8100-000	4300-007 070
			33.97	023676		A70017	
			12.27	06-00 8150-000	0000	8100-000	4300-007 070
			12.27	023946		A70017	
			22.70	06-00 8150-000	0000	8100-000	4300-007 070
			22.70	023970		A70017	
			12.41	06-00 8150-000	0000	8100-000	4300-007 070
			12.41	025249		A70017	
			12.41	06-00 8150-000	0000	8100-000	4300-007 070
			34.48	025780		A70054	
			34.48	03-00 0300-070	0000	8200-000	4300-014 069
			24.54	171438		A70017	
			24.54	06-00 8150-000	0000	8100-000	4300-007 070
001161	HOME DEPOT CREDIT SERVICES	12-443369	641.74				
001161	HOME DEPOT CREDIT SERVICES	12-443370		171541		A70017	
			49.46	06-00 8150-000	0000	8100-000	4300-007 070
			48.57	230768		A70054	
			48.57	03-00 0300-070	0000	8200-000	4300-014 069
			8.99	231018		A70054	
			8.99	03-00 0300-070	0000	8200-000	4300-014 069
			194.21	231583		A70054	
			194.21	03-00 0300-070	0000	8200-000	4300-014 069
			56.16	300556		A70054	
			56.16	03-00 0300-070	0000	8200-000	4300-014 069
			88.86	300573		A70017	
			88.86	06-00 8150-000	0000	8100-000	4300-007 070
			28.04	300644		A70054	
			28.04	03-00 0300-070	0000	8200-000	4300-014 069
			53.99	300735		A70017	
			53.99	06-00 8150-000	0000	8100-000	4300-007 070
			65.26	300744		A70049	
			65.26	03-00 0982-000	0000	3600-000	4300-060 074
			32.90	300795		A70017	
			32.90	06-00 8150-000	0000	8100-000	4300-007 070
			49.77	563619		A70017	
			49.77	06-00 8150-000	0000	8100-000	4300-007 070
			24.78	570201		A70017	
			24.78	06-00 8150-000	0000	8100-000	4300-007 070
			80.42	570430		A70017	
			80.42	06-00 8150-000	0000	8100-000	4300-007 070
			58.68	571266		A70017	
			58.68	06-00 8150-000	0000	8100-000	4300-007 070
			122.99	583190		A70017	
			122.99	06-00 8150-000	0000	8100-000	4300-007 070
			60.69	585351		A70017	
			60.69	06-00 8150-000	0000	8100-000	4300-007 070

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000809	OFFICE DEPOT	12-443365		24.31 469001	A70252	
				24.31 03-00 0000-000	1110	1000-000 4300-001 012
				21.59 537001	A70308	
				21.59 06-00 6500-000	5770	1190-000 4300-001 054
				25.82 613001	A70252	
				25.82 03-00 0000-000	1110	1000-000 4300-001 012
				11.99 691001	A70287	
				11.99 03-00 0000-000	0000	2100-000 4300-015 061
				59.95 884001	A70287	
				59.95 03-00 0000-000	0000	2100-000 4300-015 061
				228.50 906001	A70322	
				228.50 03-00 0000-000	0000	2100-000 4300-011 061
				43.97 965001	A70287	
				43.97 03-00 0000-000	0000	2100-000 4300-015 061
				83.94 966001	A70287	
				83.94 03-00 0000-000	0000	2100-000 4300-015 061
				296.99 973001	A70307	
				296.99 06-00 6500-000	5770	1190-000 4400-000 054
000809	OFFICE DEPOT	12-443365	955.66			
001023	WIRELESS PRO'S	12-443366		51.84 79	A70269	
				51.84 06-00 8150-000	0000	8100-000 4300-011 070
001023	WIRELESS PRO'S	12-443366	51.84			
001079	PENSKE TRUCK LEASING	12-443367		466.19 025069	A70224	
				466.19 03-00 0000-000	0000	7200-000 5600-005 071
				165.00 033849	A70224	
				165.00 03-00 0000-000	0000	7200-000 5600-005 071
001079	PENSKE TRUCK LEASING	12-443367	631.19			
001093	KONE INC	12-443368		1,733.28 082042	A70010	
				1,733.28 06-00 8150-000	0000	8100-000 5600-005 070
001093	KONE INC	12-443368	1,733.28			
001161	HOME DEPOT CREDIT SERVICES	12-443369		15.64 010101	A70017	
				15.64 06-00 8150-000	0000	8100-000 4300-007 070
				17.23 010196	A70017	
				17.23 06-00 8150-000	0000	8100-000 4300-007 070
				19.14 010430	A70017	
				19.14 06-00 8150-000	0000	8100-000 4300-007 070
				29.40 010634	A70017	
				29.40 06-00 8150-000	0000	8100-000 4300-007 070
				204.07 010822	A70034	
				204.07 03-00 0000-000	0000	7700-000 4300-002 067
				8.29 012436	A70017	
				8.29 06-00 8150-000	0000	8100-000 4300-007 070
				43.45 015309	A70017	
				43.45 06-00 8150-000	0000	8100-000 4300-007 070

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE NUMBER	INVOICE AMOUNT	PURCH ENC #	ACCOUNT DISTRIBUTION
000043	PRUDENTIAL OVERALL	12-443357		525088	23.40	A70058	
				03-00 0300-070	23.40	0000	8200-000 4300-014 069
				526605	23.40	A70058	
				03-00 0300-070	23.40	0000	8200-000 4300-014 069
000043	PRUDENTIAL OVERALL	12-443357	46.80				
000067	SAN DIEGO GAS & ELECTRIC	12-443358		GASELE	19,737.87		
				03-00 0000-000	96.54	0000	8200-000 5500-002 069
				03-00 0000-000	19,641.33	0000	8200-000 5500-001 069
000067	SAN DIEGO GAS & ELECTRIC	12-443358	19,737.87				
000069	CITY TREASURER	12-443359		WATER	22,404.01		
				03-00 0000-000	22,404.01	0000	8200-000 5500-004 069
000069	CITY TREASURER	12-443359	22,404.01				
000136	WAXIE SANITARY SUPPLY	12-443360		493134	2,596.86	A70349	
				03-00 0000-000	2,596.86	0000	8200-000 4300-020 012
000136	WAXIE SANITARY SUPPLY	12-443360	2,596.86				
000506	DION INTERNATIONAL TRUCK INC.	12-443361		19963	863.50	A70045	
				03-00 0982-000	863.50	0000	3600-000 5600-005 074
000506	DION INTERNATIONAL TRUCK INC.	12-443361	863.50				
000762	SOUTH BAY FENCE, INC.	12-443362		81564	745.00	A70251	
				06-00 8150-000	745.00	0000	8100-000 5600-005 070
000762	SOUTH BAY FENCE, INC.	12-443362	745.00				
000775	REFRIGERATION SUPPLIES	12-443363		187800	123.55	A70014	
				06-00 8150-000	123.55	0000	8100-000 4300-007 070
				204300	36.46	A70014	
				06-00 8150-000	36.46	0000	8100-000 4300-007 070
000775	REFRIGERATION SUPPLIES	12-443363	160.01				
000801	GRAINGER	12-443364		979013	214.30	A70021	
				06-00 8150-000	214.30	0000	8100-000 4300-007 070
000801	GRAINGER	12-443364	214.30				
000909	OFFICE DEPOT	12-443365		176001	70.76	A70336	
				03-00 0000-000	70.76	1110	1000-000 4300-011 012
				291001	68.73	A70335	
				03-00 0000-000	68.73	1110	1000-000 4300-001 012
				380001	19.11	A70322	
				03-00 0000-000	19.11	0000	2100-000 4300-011 061

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/15/2015 AT 20:26  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 03-00/06-00: GENERAL FUND COMBINED

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 WARRANT DATE 09/16/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH EN#	ACCOUNT DISTRIBUTION
003979	SYLVIA MUNOZ	12-442557		65.67	03-00 0000-000	0000	7200-000 5200-002 071
003979	SYLVIA MUNOZ	12-442557	65.67	65.67	03-00 0000-000	0000	7200-000 5200-002 071
	UNRESTRICTED		65.67				
	RESTRICTED		.00				
*** TOTALS FOR FUND ***			65.67				65.67 (INVOICE) 65.67 (DISTRIBUTION)

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COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 13-00: CAFETERIA SPCL REVENUE FUND

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000409	SAN DIEGO UNION-TRIBUNE	12-441133		608.85	409750	A70185	3700-000 5800-010 085
000409	SAN DIEGO UNION-TRIBUNE	12-441133	608.85		13-00 5310-000	0000	3700-000 5800-010 085
000778	SAFEWAY INC.	12-441134		206.18	527881	A70072	3700-000 4700-002 085
000778	SAFEWAY INC.	12-441134	206.18		13-00 5310-000	0000	3700-000 4700-002 085
000809	OFFICE DEPOT	12-441135		393.39	245001	A70254	3700-000 4300-011 085
000809	OFFICE DEPOT	12-441135	393.39		13-00 5310-000	0000	3700-000 4300-011 085
000829	SIMPLEXGRINNELL LP	12-441136		470.85	69786	A70110	3700-000 5600-005 012
000829	SIMPLEXGRINNELL LP	12-441136	470.85		13-00 5310-000	0000	3700-000 5600-005 012
004091	PRUDENTIAL OVERALL SUPPLY	12-441137		1,025.00	518981	A70126	3700-000 5600-005 016
004091	PRUDENTIAL OVERALL SUPPLY	12-441137	1,025.00		13-00 5310-000	0000	3700-000 5600-005 016
000333	SERVICE SOLUTIONS GROUP, LLC	12-441138		663.75	11714	A70132	3700-000 5800-010 020
000333	SERVICE SOLUTIONS GROUP, LLC	12-441138	663.75		13-00 5310-000	0000	3700-000 5800-010 020

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VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
004233	SERVICE SOLUTIONS GROUP, LLC	12-441138		155.50	13-00 5310-000	0000	3700-000 5800-010 025
004233	SERVICE SOLUTIONS GROUP, LLC	12-441138	663.75				
004398	AMERICAN PRODUCE DISTRIBUTORS	12-441139		9,036.15	826012 A70090		
004398	AMERICAN PRODUCE DISTRIBUTORS	12-441139	9,036.15				
004462	GALASSO'S BAKERY	12-441140		2,866.65	524307 A70097		
004462	GALASSO'S BAKERY	12-441140	2,866.65				
004479	INDIGO BRIDGE TECHNOLOGIES LLC	12-441141		917.60	200357 A70187		
004479	INDIGO BRIDGE TECHNOLOGIES LLC	12-441141	1,264.60				
004751	CHILDHOOD OBESITY ATTENDEE	12-441142		375.00	13-00 5310-000	0000	3700-000 5200-003 085
004751	CHILDHOOD OBESITY ATTENDEE	12-441142	375.00				
*** TOTALS FOR FUND ***			16,910.42				16,910.42 (INVOICE) 16,910.42 (DISTRIBUTION)

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FIS/PRINT/SERIES12/WARR/REGISTER  
 PREPARED ON 09/09/2015 AT 20:07  
 DISTRICT: 033

COMMERCIAL WARRANT REGISTER  
 SAN YSIDRO  
 FUND 03-00/06-00: GENERAL FUND COMBINED

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 WARRANT DATE 09/10/2015

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
04779A	JULIO FONSECA	12-441132		10,000.00	FNSECA	A70370	5100-000 064
04779A	JULIO FONSECA	12-441132	10,000.00	10,000.00	03-00 0000-000	0000 6000-000	5100-000 064
	UNRESTRICTED		10,000.00				
	RESTRICTED		.00				
***	TOTALS FOR FUND	***	10,000.00	10,000.00			(INVOICE) (DISTRIBUTION)

*Cancelled  
 Processed thru  
 payroll*

689.

VENDOR NUMBER	VENDOR NAME	WARRANT NUMBER	WARRANT AMOUNT	INVOICE AMOUNT	INVOICE NUMBER	PURCH ENC #	ACCOUNT DISTRIBUTION
000034	OTAY MESA CHAMBER OF COMMERCE	12-439679	125.00	125.00	03-00 0000-000	A70304	5300-000 064
000039	DIXIELINE LUMBER CO	12-439680	138.11	135.56	06-00 8150-000	A70027	4300-007 070
000043	PRUDENTIAL OVERALL	12-439681		2.55	06-00 8150-000	A70027	4300-007 070
000043	PRUDENTIAL OVERALL	12-439681	23.40	23.40	03-00 0300-070	A70058	8200-000 069
000067	SAN DIEGO GAS & ELECTRIC	12-439682		7.69	03-00 0000-000		8200-000 069
000067	SAN DIEGO GAS & ELECTRIC	12-439682	40,475.03	26,716.63	03-00 0000-000		8200-000 069
000117	UNITED STATES POSTAL SERVICE	12-439683		51.30	03-00 0000-000		8200-000 069
000117	UNITED STATES POSTAL SERVICE	12-439683		26,665.33	03-00 0000-000		8200-000 069
000117	UNITED STATES POSTAL SERVICE	12-439683		13,750.71	03-00 0000-000		8200-000 069
000117	UNITED STATES POSTAL SERVICE	12-439683		33.15	03-00 0000-000		8200-000 069
000117	UNITED STATES POSTAL SERVICE	12-439683	934.78	13,717.56	03-00 0000-000		8200-000 069
000136	WAXIE SANITARY SUPPLY	12-439684		934.78	03-00 0000-000		8200-000 069
000136	WAXIE SANITARY SUPPLY	12-439684		44.07	03-00 0000-000		2100-000 054
000136	WAXIE SANITARY SUPPLY	12-439684		335.62	03-00 0000-000		2100-000 064
000136	WAXIE SANITARY SUPPLY	12-439684		287.56	03-00 0000-000		2100-000 071
000136	WAXIE SANITARY SUPPLY	12-439684		174.30	03-00 0000-000		2100-000 061
000136	WAXIE SANITARY SUPPLY	12-439684	3,081.42	93.23	03-00 0000-000		2100-000 062
000208	SCHOOL HEALTH CORPORATION	12-439685		2,991.57	03-00 0000-000	A70262	4300-020 018
000208	SCHOOL HEALTH CORPORATION	12-439685		2,991.57	03-00 0000-000	A70262	4300-020 018
000208	SCHOOL HEALTH CORPORATION	12-439685		89.85	03-00 0000-000	A70262	4300-020 018
000208	SCHOOL HEALTH CORPORATION	12-439685		89.85	03-00 0000-000	A70262	4300-020 018
000208	SCHOOL HEALTH CORPORATION	12-439685		1,188.23	03-00 0000-000	A70071	4300-010 052
000208	SCHOOL HEALTH CORPORATION	12-439685		1,188.23	03-00 0000-000	A70071	4300-010 052
000208	SCHOOL HEALTH CORPORATION	12-439685		211.25	03-00 0000-000	A70071	4300-010 052
000208	SCHOOL HEALTH CORPORATION	12-439685		211.25	03-00 0000-000	A70071	4300-010 052
000208	SCHOOL HEALTH CORPORATION	12-439685	1,399.48	1,188.23	03-00 0000-000	A70071	4300-010 052
000208	SCHOOL HEALTH CORPORATION	12-439685		211.25	03-00 0000-000	A70071	4300-010 052
000208	SCHOOL HEALTH CORPORATION	12-439685		211.25	03-00 0000-000	A70071	4300-010 052

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