SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES
A G E N D A A N D O R D E R O F B U S I N E S S – REGULAR MEETING
Thursday, April 9, 2026

Baden High School – Gymnasium
825 Southwood Drive, South San Francisco, California

SSFUSD Equity Definition
Equity, in SSFUSD, is defined as giving students what they need, when they need it to fulfill their potential.

The Board of Trustees invites the community to participate in this meeting in-person.

The Board meeting will be streamed live and you can view it by visiting this web page streaming link: https://www.ssfusd.org/about-us/board-of-trustees/board-meetings
(The link will be active shortly before 7:00 p.m. PST)

Translation: For in-person attendees, a Spanish language translation will be provided if requested through the Superintendent's office, 650-877-8705, no later than 48 hours prior to the start of the meeting.

Traducción: La oficina de la superintendente, 650-877-8705, les proveerá una traducción en español a los asistentes si la piden 48 horas antes de empezar la reunión.

This meeting will include closed captions which require the Board to provide a break, for the captioner's benefit, after approximately every 90 minutes.

OPEN SESSION — 6:30 p.m.

A. CALL TO ORDER

CLOSED SESSION – 6:30 p.m.

1. Public Employee Discipline/Dismissal/Release (Government Code § 54957)

2. To consider the appointment of one (1) public employee to the position of Interim Director of Curriculum, Instruction, and Assessment, in accordance with Government Code § 54956

RECONVENE INTO OPEN SESSION – 7:00 p.m.

B. ROLL CALL

C. PLEDGE OF ALLEGIANCE will be led by Buri Buri Elementary School 5th grade student Isaac Contreras.

D. LAND ACKNOWLEDGEMENT STATEMENT

We acknowledge that the South San Francisco Unified School District is located on the unceded ancestral homeland of the Ramaytush Ohlone peoples who are the original inhabitants of the San Francisco Peninsula.

We wish to pay our respects by acknowledging the Ancestors, Elders, and relatives of the Ramaytush Community and by affirming their sovereign rights as First Peoples.

E. REPORTING OUT FROM CLOSED SESSION

F. REVIEW OF AGENDA

G. PTA COUNCIL REMARKS

H. STAFF ASSOCIATION REPRESENTATIVES' REMARKS

- South San Francisco Federation of Adult Educators
- South San Francisco Classroom Teachers Association
- California School Employees Association Chapter 197

I. PERSONNEL COMMISSION

J. ITEMS FROM THE BOARD

- Announcements
- Board Calendar
- Board Committee Reports

K. SUPERINTENDENT'S REPORT

a. Other

b. Other

c. Other

L. STUDENT TRUSTEE REPORTS

1. Isabelle "Izzy" Ruiz, Spring Student Trustee and ASB President ECHS
2. Jaimelyn Ochoa, Fall Student Trustee and ASB President SSFHS

M. PUBLIC COMMENTS

For Items Not On the Agenda:

Public comment for items not on the agenda should not exceed 30 minutes. Public comments are limited to a maximum of three minutes per individual (per Board Bylaw 9323). In order to accommodate more speakers, the Board President may, at their discretion, limit the individual time per speaker to one or two minutes each if there are more than ten expected speakers.

To comment in-person during the meeting:

Public comments are limited to one to three minutes per individual (per Board Bylaw 9323). Name/address cards are placed in the back of the room to be completed and given to the secretary. The Board President will call upon individuals in random order who have requested to speak. Each person may only speak once, and is required to address the Board from the podium. The meeting is recorded and streamed live. Individuals may address the Board concerning school business not on the agenda, but public comment cannot be acted upon or discussed by the Board unless placed on the agenda at a subsequent meeting, in accordance with the law, the Brown Act. The Board may request staff to respond orally at the meeting or in writing at a future time.

N. INFORMATION ONLY PRESENTATIONS

(Individual presentations are limited to a maximum of 10 minutes.)

1. TEACHING & LEARNING

a. Buri Buri Elementary School

Principal Cregg Ramich will present the educational priorities and programs at Buri Buri Elementary School.

O. PRESENTATION WITH POTENTIAL ACTION – None

P. CONSENT AGENDA: The following items are submitted for Board approval. One motion will authorize action for those items so designated.

		PAGE
1. ADMINISTRATION		
a.	District Office Representative to attend the 2026 California Distinguished School Conference in Anaheim, CA April 24-25, 2026.	1 – 2
2. TEACHING & LEARNING		
a.	Permission for ECHS staff to attend the 2026 California Distinguished School Conference in Anaheim, CA, April 23 – 25, 2026.	3 – 4
b.	Permission for additional SSFHS staff to attend the American School Counselor Association (ASCA) Conference in New Orleans, LA, July 11 – 14, 2026.	5 – 6
3. HUMAN RESOURCES		
a.	Certificated Personnel Assignment Order.	7 – 8
b.	Classified Personnel Assignment Order.	9 – 10
4. BUSINESS SERVICES		
a.	Purchase Order Listing, February 2026.	11 – 19
b.	Warrant Register, February 2026.	20 – 42
c.	Cash Receipts, February 2026.	43 – 54
d.	Gifts to the District.	55 – 56
e.	Fundraising events for the 2025-26 school year.	57
f.	Professional services agreements under $25,000.	58 – 60

PAGE

PUBLIC HEARING

In accordance with California Government Code Section 4217.12, the Board of Trustees will hold a public hearing regarding the proposed Energy Services Contract between the South San Francisco Unified School District and Opterra Energy Services, LLC, for the design, installation, and commissioning of energy conservation measures at South San Francisco High School. 61 – 62

Following the hearing, members of the public will have an opportunity to comment on the proposed contract.

ACTION

1. ADMINISTRATION

a. Resolution No. 26-19 Earth Day 63

Staff recommends the adoption of Resolution #26-19: In support of Earth Day.

b. Resolutions No. 26-20 through 26-45: Retirements 64 – 65

Staff recommends the adoption of Resolutions #26-20 through 26-45: Honoring colleagues for their years of service to the South San Francisco Unified School District.

2. TEACHING & LEARNING

a. Approval of Local Control Funding Formula (LCFF) Supplemental Funded Positions 66 – 68

Staff recommends the approval of the LCFF supplemental funded positions for the 2026-27 school year.

b. Agreement Renewal with Learning A-Z, LLC 69 – 73

Staff recommends approval of the 3-year renewal agreement with Learning A-Z, LLC for Raz-Plus and Raz-Plus ELL subscriptions in the amount of $177,050.35.

PAGE

3. HUMAN RESOURCES

a. Resolution No. 26-17 for Classified School Employee Week 74 – 75

Staff recommends the adoption of Resolution #26-17: Designating May 17 – 23, 2026, as Classified School Employee Week.

b. Resolution No. 26-18 for Day of the Teacher 76 – 77

Staff recommends the adoption of Resolution #26-18: Designating Wednesday, May 13, 2026, as the California Day of the Teacher.

c. Approval of the Technology Manager Job Description 78 – 83

Staff recommends approval of the Technology Manager Job Description.

d. Approval of Agreement with the San Mateo County Superintendent of Schools for the SMCOE Alder GSE Residency Program 84 – 89

Staff recommends the approval of an agreement with the San Mateo County Superintendent of Schools for the SMCOE/Alder Graduate School of Education Teacher Residency Program for the 2026-27 school year.

4. BUSINESS SERVICES

a. Resolution No. 26-46 and approval of Energy Services Agreement for South San Francisco High School 90 – 163

Staff recommends adoption of Resolution #26-46 and approval of the Energy Services Agreement with Opterra Energy Services to implement the Auditorium and Gymnasium Energy Conservation and Lighting Modernization Project at South San Francisco High School, in the amount of $726,026.

PAGE

b. Approval of Agreement with Rodan Builders, Inc. for the El Camino High School Modernization Project 164 – 194

Staff recommends approval of the agreement with Rodan Builders, Inc. for construction services associated with destructive testing for the El Camino High School Modernization Project in the amount of $61,000.

c. Approval of Agreement with Miracle PlaySystems for the Junipero Serra Elementary School TK Playground Project 195 – 286

Staff recommends approval of the agreement with Miracle PlaySystems for the design, procurement, and installation of playground equipment for the TK Classroom Project at Junipero Serra Elementary School in the amount of $246,579.96.

d. Approval of Agreement with Miracle PlaySystems for the Monte Verde Elementary School TK Playground Project 287 – 374

Staff recommends approval of the agreement with Miracle PlaySystems for the design, procurement, and installation of playground equipment for the TK Classroom Project at Monte Verde Elementary School in the amount of $132,242.17.

e. Approval of Change Order No. 1 with Silver Creek Modular, LLC for the Junipero Serra TK Classroom Project 375 – 376

Staff recommends approval of Change Order No. 1 with Silver Creek Modular, LLC for a casework upgrade to birch plywood for the Junipero Serra Elementary School TK Classroom Project in the additional amount of $62,992.63.

PAGE

f. Approval of Change Order No. 1 with Silver Creek Modular, LLC for the Monte Verde TK Classroom Project 377 – 378

Staff recommends approval of Change Order No. 1 with Silver Creek Modular, LLC for a casework upgrade to birch plywood for the Monte Verde Elementary School TK Classroom Project in the additional amount of $38,898.33.

g. Approval of Award of Contract to Better Building Construction 379 – 381

Staff recommends approval of the award of a contract to Better Building Construction, the lowest responsive and responsible bidder, for the South San Francisco High School Special Education Classrooms Alteration Project in the amount of $798,000.

h. Approval of Award of Contract to Zone 4 Construction 382 – 384

Staff recommends approval of the award of a contract to Zone 4 Construction, the lowest responsive and responsible bidder, for the Skyline Elementary School HVAC Replacement Project in the amount of $1,795,930.

REVIEW OF FUTURE AGENDA ITEMS AND MEETINGS *(subject to change)*

Board meetings are being held in the Baden HS gym, unless otherwise noted.

April 23, 2026

- Presentation Teaching and Learning – Monte Verde ES
- Presentation Performance Management – Multilingual Language Learners
- Approval of Skyline Middle College MOU for 2026-27
- Approval of designated representatives to CIF (California Interscholastic Federation)
- Approval of SPSAs
- Resolution honoring Asian American, Native Hawaiian, & Pacific Islander Month (May)

May 2, 2026 – Special Meeting/Board Workshop (*District Office*)

- Board Workshop

May 7, 2026

- Recognition for outgoing Student Trustee Ruiz
- Presentation Teaching and Learning – El Camino HS
- Presentation on Induction
- Presentation on Counseling
- Approval for 5th graders to attend SMCOE Outdoor Education
- Approval of Graduates and Certificates of Completion - Baden HS, ECHS, SSFHS, and Adult Education
- Resolution for Fund 11 and Fund 14 account balances
- Resolution – Reappointment of CBOC members
- Approval of All City agreement for crossing guards for 2026-27
- Approval of MOU with Legarza Sports for 2026-27

May 21, 2026

- Presentation Teaching and Learning – Baden HS/ Adult Education
- Presentation Teaching and Learning – Special Education
- Presentation on 2026-27 LCAP draft plan
- Public Hearing 2026-27 LCAP draft plan
- Approval of the Children's Center Program annual self-evaluation reports
- Approval for destruction of Disposable Class 3 records
- Approval of updated Board Governance Handbook
- Approval of the agreement with SMCOE for Center for Learning Data Sharing
- Information on May revision of the Governor's 2026-27 budget
- Approval of Bill Saving Facilities Consulting agreement for 2026-27
- Resolution in support of LGBTQ+ Pride Month (June)

June 11, 2026

- Presentation on 2026-27 Preliminary Budget
- Public Hearing 2026-27 Preliminary Budget
- Adoption of 2026-27 LCAP
- Approval of Local Indicators
- Approval of SMCOE Induction Program agreement for 2026-27
- Approval of updated Board Governance Handbook
- Approval of Board of Trustees Compensation increase for 2026-27
- Approval of supplementary instructional materials
- Approval of the agreement with Newsela for the 2026-27 school year
- Approval of Scoot Education MOU
- Resolution on Budgetary increases and year end transfers

June 25, 2026

- Presentation on Counseling and Safe School Advocates Services and approval for 2026-27
- Presentation on SLO MOU with student data
- Adoption of 2026-27 Preliminary Budget
- Information on Daybreak Mental Health and approval of MOU
- Approval of SMCOE Outdoor Education dates for 2026-27
- Approval of Paper Education Company agreement for 2026-27
- Approval to increase facility use fees for 2026-27
- Approval to increase District rental/leasing rates for 2026-27
- Approval to continue NPS contracts for 2026-27
- Resolution on Education Protection Account Funds

SUMMARY OF BOARD DIRECTIVES

GOOD AND WELFARE

- Comments from Board Members and Superintendent

ADJOURNMENT

Pursuant to Government Code 54954.2, Individuals who need special assistance or a disability-related modification or accommodation (including auxiliary aids or services) to participate in this meeting, should contact Joanna Marcelino, Senior Executive Assistant to the Superintendent, at least three working days prior to the meeting at (650) 877-8705. Notification in advance of this meeting will enable the District to make reasonable arrangements to ensure accessibility.

The agenda is available for review at the District's website: www.ssfusd.org (Click on *Board, Meetings*).
A recording is made of the Open Session of each meeting and can be found via YouTube at: https://www.youtube.com/@ssfusdmeetings

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

DATE: April 9, 2026

RE: California Distinguished Schools Conference — April 24-25, 2026

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

El Camino High School was recently designated a California Distinguished School by the California Department of Education in the category of "Achievement Gap Closers." This recognition reflects sustained improvement in outcomes for historically underserved student groups, including English Language Learners, and aligns directly with the District's Strategic Plan priorities of Goal 1: Exceptional Instruction, Goal 2: Engaged Students, and Goal 5: Equity-Centered Systems.

Over the past several years, the school has expanded access to rigorous coursework, strengthened integrated and designated English Language Development supports, and implemented instructional practices focused on academic discourse and language development across content areas. These efforts have contributed to measurable student growth and increased engagement, particularly among multilingual learners.

In recognition of this work, one designated representative from the District Office will be identified to attend the California Distinguished Schools Awards Ceremony and Conference.

FISCAL IMPLICATIONS:

Estimated costs for one District staff member to attend:

Option 1 – Overnight Travel (April 24–25):

- Registration: $480.00
- Lodging: $391.95 (subject to availability)
- Meals: $140.00
- Airfare: $40.00 (price subject to change)
- Transportation (Uber/Lyft): $100.00

Total Estimated Cost: **$1,411.95**

Option 2 – Same-Day Travel (April 24, No Overnight Stay):

- Registration: $480.00
- Meals: $35.00
- Airfare: $400.00 (subject to change)
- Transportation (Uber/Lyft): $100.00

Total Estimated Cost: **$1,015.00**

Funds from Mgmt. 714 will be used to fund this trip.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the attendance of one District Office staff representative, Dr. Marcos Garcia, to attend the California Distinguished Schools Awards Ceremony and Conference to recognize ECHS as a 2026 California Distinguished School.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning
James Briano, Principal - El Camino High School

DATE: April 9, 2026

RE: California Distinguished Schools Conference — April 23-25, 2026

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

El Camino High School was recently designated a California Distinguished School by the California Department of Education in the category of "Achievement Gap Closers." This recognition reflects sustained improvement in outcomes for historically underserved student groups, including English Language Learners, and aligns directly with the District's Strategic Plan priorities of Goal 1: Exceptional Instruction, Goal 2: Engaged Students, and Goal 5: Equity-Centered Systems.

Over the past several years, the school has expanded access to rigorous coursework, strengthened integrated and designated English Language Development supports, and implemented instructional practices focused on academic discourse and language development across content areas. These efforts have contributed to measurable student growth and increased engagement, particularly among multilingual learners.

In recognition of this work, two teachers have been identified to attend the California Distinguished Schools Awards Ceremony and Conference. Both serve as instructional leaders in supporting English Language Learners and currently hold department chair responsibilities for this program area. Their leadership has helped build staff capacity,

refine program coherence, and respond to the needs of a growing population of multilingual students.

While this designation recognizes the collective efforts of staff and the broader school community, it is fundamentally a reflection of student achievement and perseverance.

FISCAL IMPLICATIONS:

Estimated costs for 3 staff members to attend:

- **Registration:** $480.00 per person * 3 people = $1,440
- **Lodging:** $391.95 per night (w/ taxes & fees) * 2 nights ($783.90) * 3 people = $2,351.70
- **Meals:** $70 per person * 2 days * 3 people = $420
- **Airfare:** $400 * 3 = $1,200
- **Transportation (Uber/Lyft):** $100 *3 = $300

Total Estimated Costs: $5,711.70. MGMT 180 will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the attendance of the Principal of El Camino High School and two designated teachers at the California Distinguished Schools Awards Ceremony and Conference to recognize the school's designation as a 2026 California Distinguished School.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning
Sharimar Balisi Manalang, Principal – SSFHS

DATE: April 9, 2026

RE: Approval for two additional SSFHS staff to attend the 2026 American School Counselor Association (ASCA) Conference in New Orleans, Louisiana July 11-14, 2026

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☒ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

This item was originally submitted for approval at the March 26 Board meeting. Since then, two additional staff members have expressed interest in attending the conference.

The 2026 American School Counselor Association Annual Conference is July 11-14, 2026, in New Orleans, Louisiana. This conference is the premier national professional development opportunity for school counselors. Attendance at the ASCA Annual Conference would allow Ms. Bridgett Hernandez to participate in four full days of breakout sessions, general sessions, and networking opportunities focused on academic achievement, social-emotional learning, college and career readiness, equity, and data-informed systems of support.

FISCAL IMPLICATIONS:

Estimated Costs for Two (2) Additional Staff Members to Attend the ASCA Conference in New Orleans, Louisiana:

- Registration: 2 × $499 = $998.00
- Lodging: 3 nights × 2 rooms × $555.85 = $3,335.10
- Meals: $75 per day × 4 days × 2 staff = $600.00
- Transportation (round-trip airfare): $1,031.16

Total Estimated Cost: $5,964.26

These costs are in addition to the previously approved travel amount of $1,870.43, resulting in a total projected cost of **$7,834.69**. Site funds will be utilized to cover the cost.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the attendance of the South San Francisco High School Counselors, Kally Ong and Maria Keough to attend the 2026 American School Counselor Association (ASCA) Conference in New Orleans, Louisiana July 11-14, 2026.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: J. Marwan Hannon, Assistant Superintendent, Human Resources

DATE: April 9, 2026

RE: Certificated Assignment Order

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

In accordance with Education Code section 35035, the Superintendent is seeking the Board's approval of the certificated assignment order as detailed on the attached report.

FISCAL IMPLICATIONS:

Approval of the certificated assignment order list reflects routine staffing actions, including new hires, reassignments, temporary contracts, retirements, and resignations. Any associated costs or savings are included within the District's existing budget and do not result in additional fiscal impact.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the certificated assignment order as submitted.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

It is recommended that the following Certificated Personnel items be approved:

Retirement

Milwee, Sue - Teacher at Westborough Middle School Effective 6/1/2026
Preciado Rodriguez, Rosa - Speech & Language Pathologist in the Special Education Department Effective 6/30/2026

Resignation

Chaiebrassou, Ziri - Teacher at South San Francisco High School Effective 3/25/2026
Montgomery, Maxwell - Teacher at Martin Elementary School Effective 6/1/2026
Slager, Michelle - Special Education Department Effective 6/1/2026
Valenzuela, Amber - Teacher at El Camino High School Effective 7/31/2026

Certificated Contract

Leonard, Abigail - Probationary Contract at District Office, Special Education Department Effective: 7/1/2026 | Salary Placement: P-2

Insixiengmay, Oliver- Probationary Contract at District Office, Special Education Department Effective: 7/1/2026 | Salary Placement: P-5

Ayala, Michael - Probationary Contract at Parkway Heights Middle School Effective: 7/1/2026 | Salary Placement: A-1

Diaz Infante Ulloa, Mariana - Probationary Contract at Los Cerritos Elementary School Effective: 7/1/2026 | Salary Placement: A-1

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: J. Marwan Hannon, Assistant Superintendent, Human Resources

DATE: April 9, 2026

RE: Classified Assignment Order

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

In accordance with Education Code section 35035, the Superintendent is seeking the Board's approval of the classified assignment order as detailed on the attached report.

FISCAL IMPLICATIONS:

Approval of the classified assignment order list reflects routine staffing actions, including new hires, reassignments, temporary contracts, retirements, and resignations. Any associated costs or savings are included within the District's existing budget and do not result in additional fiscal impact.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the classified assignment order as submitted.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

It is recommended that the following Classified Personnel items be approved:

Promotion:

Mayorga, Rustin – Skilled Maintenance Worker, District Office - Facilities, 8.0 hours per day | Range 48, Step 1 | Effective: March 23, 2026

Employment:

Campos, Silvano - Custodian I, Parkway Heights Middle School, 8.0 hours per day | Range 33, Step 3 | Effective March 2, 2026

Employment:

Mota, Paola Perez - Paraprofessional II - Special Education, Spruce Elementary School, 6.0 hours per day | Range 29, Step 5| Effective March 13, 2026

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services

DATE: April 9, 2026

RE: Purchase Order Listing February 1, 2026 to February 28, 2026

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The attached report shows the total amount of all Purchase Orders, Change Orders and Printed Instructional Material Orders processed February 1, 2026 to February 28, 2026 for the 2025/2026 Fiscal Year.

FISCAL IMPLICATIONS:

These Purchase Orders and Change Orders represent the potential commitment and encumbrances during the period covered. Staff has obtained terms and conditions in dealing with accredited vendors.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the attached Purchase Order Listing.

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
PO26-01815	10K SUPPLY LLC Philadelphia Se	Science Supplies	01-6387-0-3800-1000-4320-032-394	945.91
BPO26-00300	A BLACK TIE AFFAIR INC.	Open PO - Black Tie Affair	01-0000-0-0000-3110-4322-090-501	2,000.00
BPO26-00300	A BLACK TIE AFFAIR INC.	Open PO - Black Tie Affair	01-0000-0-0000-3900-4322-090-501	2,000.00
BPO26-00307	A BLACK TIE AFFAIR INC.	Open PO - Black Tie Affair HR	01-0000-0-0000-7400-4322-090-715	1,000.00
PO26-01902	A BLACK TIE AFFAIR INC.	CTE Open PO - Food for Meetings	01-6387-0-3800-1000-4322-090-394	2,500.00
BPO26-00300	A BLACK TIE AFFAIR INC.	Open PO - Black Tie Affair	01-9010-0-1110-1000-4322-090-174	2,000.00
BPO26-00300	A BLACK TIE AFFAIR INC.	Open PO - Black Tie Affair	01-9010-0-1110-1000-4322-090-432	2,000.00
BPO26-00306	Albertsons/safeway Inc.	Meeting Supplies - Teaching and Learning	01-0000-0-1110-1000-4322-090-762	1,000.00
PO26-01853	Alvin F. Rideau	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	186.62
PO26-01853	Alvin F. Rideau	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	186.62
PO26-01802	Amazon Capital Services	Ethernet Cable Tool	01-0000-0-0000-2424-4320-090-735	74.44
PO26-01804	Amazon Capital Services	Cell Phone Cases	01-0000-0-0000-2424-4320-090-735	74.46
PO26-01974	Amazon Capital Services	Student Earbuds	01-0000-0-0000-2424-4320-090-735	77.76
PO26-01976	Amazon Capital Services	Tech Supplies - Dongles, Gloves, etc.	01-0000-0-0000-2424-4320-090-735	734.56
PO26-01936	Amazon Capital Services	Tripp Lite UPS Network Mgmt. Card	01-0000-0-0000-2424-4320-090-735	2,666.86
PO26-01847	Amazon Capital Services	Career Day	01-0000-0-0000-7300-4320-090-717	56.78
PO26-01881	Amazon Capital Services	Office Supplies	01-0000-0-0000-7300-4320-090-717	137.85
PO26-01949	Amazon Capital Services	Custodial Office Supplies	01-0000-0-0000-8200-4320-032-759	358.60
PO26-01934	Amazon Capital Services	Grading Smarter - Qty 2	01-0000-0-1110-1000-4200-025-070	22.24
PO26-01849	Amazon Capital Services	SPED Supplies	01-0000-0-1110-1000-4320-021-070	1,668.98
PO26-01935	Amazon Capital Services	Garden/Seed to Solution Supplies	01-0000-0-1110-1000-4320-025-070	906.81
PO26-01981	Amazon Capital Services	Classroom Supplies - Document Camera Stand	01-0000-0-1110-1000-4320-032-070	87.89
PO26-01985	Amazon Capital Services	Classroom & Library - Barcode Scanner	01-0000-0-1110-1000-4320-032-070	153.42
PO26-01896	Amazon Capital Services	Fans	01-0000-0-1110-1000-4320-032-759	286.20
PO26-01892	Amazon Capital Services	Bookroom Supplies	01-0000-0-1110-1000-4320-033-070	120.23
PO26-01893	Amazon Capital Services	Career Center Supplies	01-0000-0-1110-1000-4320-033-070	175.65
PO26-01978	Amazon Capital Services	Site Supplies	01-0000-0-1110-1000-4320-033-070	183.01
PO26-01894	Amazon Capital Services	Supplies/Toner	01-0000-0-1110-1000-4320-033-070	410.20
PO26-01891	Amazon Capital Services	Toner/Sharpies	01-0000-0-1110-1000-4320-033-070	520.03
PO26-01942	Amazon Capital Services	Books	01-0000-0-1110-2421-4200-002-451	296.63
PO26-01943	Amazon Capital Services	Library Books	01-0000-0-1110-2421-4200-002-451	561.03
PO26-01805	Amazon Capital Services	Library Books 01-2026	01-0000-0-1110-2421-4200-025-451	42.94
PO26-01848	Amazon Capital Services	Library Supplies	01-0000-0-1110-2421-4320-010-451	353.81
PO26-01979	Amazon Capital Services	VAPA Supplies	01-0000-0-1215-1000-4320-033-070	310.29
PO26-01840	Amazon Capital Services	Photography Supplies	01-0000-0-1228-1000-4320-033-070	1,026.58
PO26-01982	Amazon Capital Services	Supplies - Counseling Office	01-0000-0-1231-1000-4320-032-070	274.52
PO26-01899	Amazon Capital Services	Electives Supplies (Spanish)	01-0805-0-1110-1000-4200-021-180	87.90

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
PO26-01809	Amazon Capital Services	Supplies for Electives (Fin Lit)	01-0805-0-1110-1000-4320-021-180	230.94
PO26-01898	Amazon Capital Services	Electives Supplies (Yoga, Drama)	01-0805-0-1110-1000-4320-021-180	354.93
PO26-01899	Amazon Capital Services	Electives Supplies (Spanish)	01-0805-0-1110-1000-4320-021-180	716.82
PO26-01953	Amazon Capital Services	PE Equipment - Golf	01-0805-0-1110-1000-4320-025-180	126.35
PO26-01952	Amazon Capital Services	Mini Course Day 2026 - Supplies	01-0805-0-1110-1000-4320-025-180	418.59
PO26-01897	Amazon Capital Services	Classroom Support Materials	01-3010-0-1110-1000-4320-007-301	601.76
PO26-01980	Amazon Capital Services	Student Behavior Incentives	01-3010-0-1110-1000-4320-008-301	41.73
PO26-01984	Amazon Capital Services	Classroom Radios	01-3010-0-1110-1000-4320-014-301	214.25
PO26-01951	Amazon Capital Services	PBIS Rewards/Signs	01-3010-0-1110-1000-4320-022-301	752.39
PO26-01803	Amazon Capital Services	Student Computer Headphones	01-3010-0-1110-2495-4320-008-301	275.57
PO26-01919	Amazon Capital Services	Books Rm. 3	01-3182-0-1110-1000-4200-031-387	383.51
PO26-01988	Amazon Capital Services	Books Rm. 6	01-3182-0-1110-1000-4200-031-387	624.07
PO26-01920	Amazon Capital Services	Books for Room 2	01-3182-0-1110-1000-4200-031-387	832.66
PO26-01807	Amazon Capital Services	Video Arts Supplies	01-6383-0-3800-1000-4320-032-313	2,331.90
PO26-01806	Amazon Capital Services	Photo Supplies - Memory Cards	01-6387-0-3800-1000-4320-032-394	43.90
PO26-01989	Amazon Capital Services	CTE-Performing Arts Supplies	01-6387-0-3800-1000-4320-033-394	4,503.29
PO26-01924	Amazon Capital Services	Student Supplies	01-6500-0-5730-1190-4320-090-204	163.38
PO26-01808	Amazon Capital Services	Supplies	01-6500-0-5760-1190-4200-090-245	345.33
PO26-01939	Amazon Capital Services	Books	01-6500-0-5760-1190-4200-090-245	440.03
PO26-01810	Amazon Capital Services	SpEd Supplies	01-6500-0-5760-1190-4320-090-245	178.86
PO26-01946	Amazon Capital Services	Classroom Supplies	01-6500-0-5760-1190-4320-090-245	229.40
PO26-01812	Amazon Capital Services	Classroom Supplies	01-6500-0-5760-1190-4320-090-245	260.41
PO26-01945	Amazon Capital Services	Student Supplies	01-6500-0-5760-1190-4320-090-245	424.00
PO26-01808	Amazon Capital Services	Supplies	01-6500-0-5760-1190-4320-090-245	1,508.44
PO26-01901	Amazon Capital Services	Art Supplies - Jewelry Making	01-6770-0-1110-1000-4320-021-186	912.77
PO26-01986	Amazon Capital Services	Art - Drawing Pad, Wheel, Trace Projector	01-6770-0-1110-1000-4320-025-186	2,903.29
PO26-01942	Amazon Capital Services	Books	01-9010-0-1110-1000-4200-002-356	171.56
PO26-01941	Amazon Capital Services	3rd Grade Materials	01-9010-0-1110-1000-4200-002-356	216.23
PO26-01983	Amazon Capital Services	Classroom Materials	01-9010-0-1110-1000-4320-002-356	109.25
PO26-01940	Amazon Capital Services	Classroom Materials	01-9010-0-1110-1000-4320-002-356	113.20
PO26-01944	Amazon Capital Services	Kinder Class Materials	01-9010-0-1110-1000-4320-002-356	446.42
PO26-01938	Amazon Capital Services	School Materials	01-9010-0-1110-1000-4320-002-356	455.79
PO26-01941	Amazon Capital Services	3rd Grade Materials	01-9010-0-1110-1000-4320-002-356	490.03
PO26-01948	Amazon Capital Services	Classroom Materials	01-9010-0-1110-1000-4320-002-356	688.03
PO26-01918	Amazon Capital Services	Safety Patrol Supplies	01-9010-0-1110-1000-4320-008-366	103.26
PO26-01848	Amazon Capital Services	Library Supplies	01-9010-0-1110-1000-4320-010-356	56.99
PO26-01975	Amazon Capital Services	Jog-a-Thon & Other School Supplies	01-9010-0-1110-1000-4320-010-356	216.03

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
PO26-01885	Amazon Capital Services	Student Supplies	01-9010-0-5760-1190-4320-090-350	32.94
PO26-01921	Amazon Capital Services	Office Supplies	01-9010-0-5760-1190-4320-090-350	79.55
PO26-01922	Amazon Capital Services	Office Supplies	01-9010-0-5760-1190-4320-090-350	98.23
PO26-01888	Amazon Capital Services	Classroom Chairs	01-9010-0-5760-1190-4320-090-350	168.08
PO26-01886	Amazon Capital Services	Student Supplies	01-9010-0-5760-1190-4320-090-350	202.73
PO26-01887	Amazon Capital Services	Classroom Supplies	01-9010-0-5760-1190-4320-090-350	273.65
PO26-01923	Amazon Capital Services	Student Supplies	01-9010-0-5760-1190-4320-090-350	333.13
PO26-01811	Amazon.com	CTE Health Vest Small	01-6383-0-3800-1000-4320-032-312	182.38
PO26-01890	Amazon.com	Facilities Supplies	01-8150-0-0000-8110-4320-090-741	69.86
PO26-01977	Amazon.com	Facilities Supplies	01-8150-0-0000-8110-4320-090-741	433.38
PO26-01987	Amazon.com	Supplies	01-9010-0-1110-1000-4320-090-053	70.52
PO26-01895	Amazon.com	Helix Cup Mouse Trap	01-9010-0-1110-1000-4320-090-055	398.35
PO26-01937	Amazon.com	Solar/Mouse Trap Helix	01-9010-0-1110-1000-4320-090-055	438.58
PO26-01987	Amazon.com	Supplies	01-9010-0-1110-1000-4320-090-057	14.03
PO26-01900	Amazon.com	HS Gr 9 Biotech Unit Supplies	01-9010-0-1110-1000-4320-090-360	225.27
PO26-01858	Anselmo J Escobar	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	186.62
PO26-01858	Anselmo J Escobar	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	186.62
PO26-01830	Apple Computer Inc	CTE Apple TV ECHS	01-6387-0-3800-1000-4320-090-394	194.95
PO26-01872	Apple Inc	Apple TVs	01-0000-0-1110-1000-4320-021-070	2,144.49
PO26-01817	Apple Inc	iPad for the Classroom	01-0000-0-1110-1000-4320-032-070	888.98
PO26-01928	Apple Inc	MacBook Air Laptop	01-6500-0-5760-1190-4420-090-245	1,611.28
PO26-01970	Apple Inc	iPads	01-7399-0-1110-1000-4320-031-311	8,779.90
PO26-01958	Arnold Quon	Camera Repair	01-6387-0-3800-1000-5600-032-394	596.00
PO26-01930	Atkinson Andelson Loya Ruud &	Webinar	01-9010-0-5760-1190-5802-090-350	990.00
PO26-01907	B & H Photo-Video Inc Remittan	Photo Supplies	01-0000-0-1228-1000-4320-033-070	3,622.96
PO26-01962	Bay Area Writing Project Berke	BAWP - K-5 Science Consultant	01-9044-0-1110-1000-5801-090-062	17,740.00
PO26-01959	Bio-Rad Laboratories Inc.	Biotech Supplies HS	01-9010-0-1110-1000-4320-090-360	392.77
PO26-01933	Bjorem Speech Publications LLC	Student Supplies	01-9010-0-5760-1190-4320-090-350	94.90
PO26-01822	Bronstein Music	Music Supplies 09/2025	01-6770-0-1110-1000-4320-025-186	139.20
PO26-01820	Bronstein Music	Music Supplies 12/2025	01-6770-0-1110-1000-4320-025-186	179.06
PO26-01821	Bronstein Music	Music Supplies 11/2025	01-6770-0-1110-1000-4320-025-186	188.23
PO26-01851	Bryan Bachar	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01851	Bryan Bachar	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01996	California Association For Bil	CABE Conference	01-0805-0-4760-1000-5210-022-123	3,600.00
PO26-01997	California Association For Bil	CABE Conference Registration	01-3010-0-1110-1000-5210-033-301	1,990.00
PO26-01878	California Association for Hea	CAHPERD	01-0000-0-1110-1000-5210-021-322	840.00
PO26-01916	California School Employees As	Paraeducator Conference Registration	01-6266-0-1110-1000-5210-090-341	716.00

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
PO26-01874	California School Personnel Co	2026 CSPCA 54th Annual Conference	01-0000-0-0000-7490-5210-090-716	2,547.00
PO26-01990	California Speech-Language	Conference Convergence 2026	01-9010-0-5760-1190-5210-090-350	19,994.00
PO26-01828	Cascade Healthcare Services Db	CPR Training	01-0805-0-1110-1000-5899-008-180	2,125.00
PO26-01973	CATHOLIC CHARITIES - CYO TRAN	4th Grade Field Trip Transportation	01-3010-0-1110-1000-5821-008-301	2,110.00
PO26-01904	CDW Government Inc	TV Replacement - L.C. #13	01-0000-0-0000-2424-4420-090-735	1,087.50
PO26-01845	CDW Government Inc	Scanner	01-0000-0-0000-7300-4420-090-717	1,312.73
PO26-01903	CDW Government Inc	Support Supplies - Laminator	01-3010-0-1110-1000-4420-007-301	2,899.47
PO26-01829	CDW Government Inc	CTE TV & Wall Mount ECHS	01-6387-0-3800-1000-4320-090-394	210.99
PO26-01829	CDW Government Inc	CTE TV & Wall Mount ECHS	01-6387-0-3800-1000-4420-090-394	1,087.50
BPO26-00303	Clifford Ray Lentz Silverspot	Wrestling Uniforms	01-9247-0-1202-1000-5810-032-322	1,000.00
PO26-01998	Cue Inc.	CUE Conference 2026	01-0000-0-0000-2424-5210-090-305	1,240.00
PO26-01836	Cue Inc.	CUE Conference 2026	01-0000-0-1110-1000-5210-090-762	2,480.00
PO26-01834	Curriculum Associates LLC	Protocols	01-6500-0-5760-1190-4320-090-245	2,592.50
PO26-01883	Dannis Woliver Kelley	Construction Documents	01-8150-0-0000-8110-5899-090-741	3,850.00
PO26-01813	Dan's Drilling & Fencing Inc.	Baseball Field Netting Repair	01-8150-0-0000-8110-5899-032-741	21,482.00
PO26-01861	Darrick Emil	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	423.13
PO26-01861	Darrick Emil	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	423.13
PO26-01969	Dell Marketing LP C/ODell USA	Student Chromebook Refresh	01-0000-0-0000-2424-4320-090-735	107,776.90
PO26-01971	Demco Inc.	Library Materials	01-9010-0-1110-1000-4320-002-356	249.68
PO26-02000	DIGITEK INC.	Student Incentive and Recognition	01-3010-0-1110-1000-5810-008-301	534.00
PO26-01927	Dionne Aminata MathTrust LLC	MathTrust	01-9010-0-1110-1000-5801-090-316	24,750.00
PO26-01859	Duane Morgan	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01859	Duane Morgan	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01913	Embi Tec.	Biotech Supplies HS	01-9010-0-1110-1000-4320-090-360	3,580.28
PO26-01843	Enoki Events LLC BOOST Collabo	2026 Boost Conference Registration	01-2600-0-0000-3900-5210-090-358	660.00
PO26-01855	Eugene D. Nanez	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01855	Eugene D. Nanez	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01947	FasTrak Invoice Processing Dep	Toll Charges	01-9219-0-1202-1000-5899-032-356	86.98
PO26-01961	Flinn Scientific Inc.	Helix Cup Solar Challenge	01-9010-0-1110-1000-4320-090-055	45.49
PO26-01877	Follett Content Solutions	Classroom Reading Sets	01-0000-0-1110-2421-4200-010-451	350.18
PO26-01908	Follett Content Solutions	To Kill a Mockingbird-Graphic Novel	01-0805-0-4760-1000-4200-033-123	856.70
PO26-01877	Follett Content Solutions	Classroom Reading Sets	01-9010-0-1110-1000-4200-010-356	282.00
PO26-01856	Francisco Hernandez	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01856	Francisco Hernandez	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01906	Freestyle Photographic Supplie	Photo Supplies	01-0000-0-1228-1000-4320-033-070	4,158.18
PO26-01873	Hatching Results Inc.	2026 NSCL Conference	01-0000-0-0000-3900-5210-090-501	899.00
PO26-01912	Heise's Plumbing	Trenchless Sewer Pipe Install	01-8150-0-0000-8110-5899-022-741	6,375.00

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
PO26-01882	Howies Hockey Inc DBA Howies A	Athletic Supplies	01-9010-0-1202-1000-4320-033-322	263.84
PO26-01909	Infinite Campus Inc. Nw 6022	25-26 Infinite Campus Renewal	01-0000-0-0000-3900-5813-090-305	121,766.00
PO26-01968	Interactive Digital Solutions	Maintenance Services for Board Rm A/V Equipment	01-0000-0-0000-2424-5899-090-735	3,505.92
PO26-01966	Israel Salvador Aviles Navarro	Professor Aviles-Choreography	01-6387-0-3800-1000-5899-033-394	4,926.84
PO26-01860	Jack Schindler	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	458.63
PO26-01860	Jack Schindler	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	458.63
PO26-01852	Jeffrey Scott Silveira	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01852	Jeffrey Scott Silveira	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01865	Jon Edmund Silver	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	205.51
PO26-01865	Jon Edmund Silver	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	205.51
BPO26-00301	Josten's Inc	Diplomas & Graduation Supplies	01-9215-0-1110-1000-4320-032-356	4,000.00
PO26-01844	Juan Roman Barajas	Wrestling Officiating	01-9010-0-1202-1000-5814-033-322	117.00
PO26-01846	Kelly Spicers Stores	NCR 2-Part & 3-Part Straight	01-0000-0-0000-7550-4320-090-718	706.36
PO26-01825	Kelly Spicers Stores	Paper Reorder	01-0805-0-1110-1000-4320-013-180	1,293.78
PO26-01838	Lakeshore	Student Supplies	01-6500-0-5730-1190-4320-090-204	148.00
PO26-01972	Lrp Publications	Books and Webinar	01-9010-0-5760-1190-4200-090-350	810.22
PO26-01972	Lrp Publications	Books and Webinar	01-9010-0-5760-1190-5813-090-350	1,180.00
PO26-01864	Marcel Deschun Thomas	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	170.01
PO26-01864	Marcel Deschun Thomas	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	170.01
PO26-01850	Mark Anthony Delgado	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01850	Mark Anthony Delgado	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01854	Mark Ollila	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01854	Mark Ollila	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01857	Markham Bertron	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	151.12
PO26-01857	Markham Bertron	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	151.12
PO26-01926	National Science Teaching	NSTA Conference 2026	01-9044-0-1110-1000-5210-090-064	1,540.00
PO26-01819	Ncs Pearson Inc.	CertPrep Practice Test	01-3550-0-3800-1000-5813-032-333	2,082.60
PO26-01837	Ncs Pearson Inc.	Cert Prep Practice Test License	01-3550-0-3800-1000-5813-033-333	2,082.00
PO26-01837	Ncs Pearson Inc.	Cert Prep Practice Test License	01-6387-0-3800-1000-5813-033-394	1,766.00
BPO26-00305	NEW SPECIALTY'S HOLDINGS INC.	Open PO - Food for Meetings	01-0000-0-0000-3110-4322-090-501	1,000.00
BPO26-00305	NEW SPECIALTY'S HOLDINGS INC.	Open PO - Food for Meetings	01-0000-0-0000-3900-4322-090-501	1,000.00
BPO26-00305	NEW SPECIALTY'S HOLDINGS INC.	Open PO - Food for Meetings	01-9010-0-1110-1000-4322-090-174	1,500.00
BPO26-00305	NEW SPECIALTY'S HOLDINGS INC.	Open PO - Food for Meetings	01-9010-0-1110-1000-4322-090-432	1,000.00
PO26-01867	Nurmukhammad Abdybekov	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	170.01
PO26-01867	Nurmukhammad Abdybekov	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	170.01
PO26-01869	ODP Business Solutions LLC	HR Office Supplies	01-0000-0-0000-7490-4320-090-715	211.90
PO26-01992	ODP Business Solutions LLC	School Supplies	01-0000-0-1110-1000-4320-014-070	240.30

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
PO26-01993	ODP Business Solutions LLC	Classroom Supplies	01-0000-0-1110-1000-4320-022-070	60.84
PO26-01954	ODP Business Solutions LLC	Office Supplies	01-0000-0-1110-1000-4320-032-070	356.05
PO26-01993	ODP Business Solutions LLC	Classroom Supplies	01-0805-0-4760-1000-4320-022-123	54.23
PO26-01993	ODP Business Solutions LLC	Classroom Supplies	01-3010-0-1110-1000-4320-022-301	701.80
PO26-01929	ODP Business Solutions LLC	Office Supplies	01-3410-0-5001-3900-4320-090-337	1,697.58
PO26-01884	ODP Business Solutions LLC	Kinder Paper Materials	01-9010-0-1110-1000-4320-002-356	64.85
PO26-01827	ODP Business Solutions LLC	Classroom Materials	01-9010-0-1110-1000-4320-002-356	104.60
PO26-01991	ODP Business Solutions LLC	School and Office Supplies	01-9010-0-1110-1000-4320-010-356	561.81
PO26-01831	Phoenix Holiday Dba Phoenix Tr	Field Trip Oracle Park AL/WMS CTE	01-6388-0-3800-1000-5821-090-318	2,887.96
PO26-01995	Plastics Family Holdings Inc U	Cold Laminator Machine & Supplies	01-0000-0-0000-7550-4320-090-718	566.02
PO26-01914	Regents of the University of C	OpenSciEd Training HS	01-9044-0-1110-1000-5801-090-064	13,464.00
PO26-01915	Rifton Equipment	Adaptive Equipment	01-6500-0-5760-1190-4320-090-215	510.93
PO26-01866	Robert Ettare	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	170.01
PO26-01866	Robert Ettare	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	170.01
PO26-01999	Rollins Inc Orkin LLC	Open P.O. for Pest Control Services	01-0000-0-0000-8200-5807-090-760	7,200.00
PO26-01994	San Mateo Union High District	Outdoor Ed Transportation	01-0000-0-1110-1000-5821-090-764	3,000.00
PO26-01824	San Mateo Union High District	Bus for Field Trip	01-3010-0-1110-1000-5821-007-301	1,238.86
PO26-01816	Scantron Corporation	Scantrons	01-0000-0-1110-1000-4320-032-070	815.66
BPO26-00304	School House Grocery	Open PO - Food for Meetings	01-0000-0-0000-3110-4322-090-501	500.00
BPO26-00304	School House Grocery	Open PO - Food for Meetings	01-0000-0-0000-3900-4322-090-501	500.00
BPO26-00304	School House Grocery	Open PO - Food for Meetings	01-9010-0-1110-1000-4322-090-174	2,000.00
BPO26-00304	School House Grocery	Open PO - Food for Meetings	01-9010-0-1110-1000-4322-090-432	1,000.00
PO26-01931	School Specialty LLC	School Supplies	01-9010-0-1110-1000-4320-010-356	142.04
PO26-01823	Service Press Inc.	Envelopes 01-2026 (Window & Non)	01-0000-0-1110-1000-5810-025-070	893.08
PO26-01950	SMCOE	Teacher Residency Program 25-26	01-0000-0-0000-7400-5899-090-715	55,000.00
PO26-01833	SMCOE	25/26 SMCOE Teacher Credentialing	01-0000-0-1110-1000-5899-090-340	62,430.00
PO26-01911	SMCOE	CRLP Conference	01-0805-0-1110-1000-5210-013-180	2,033.90
PO26-01876	Solution Tree	Solution Tree Licenses (40)	01-0000-0-0000-2140-5899-090-762	5,960.00
PO26-02002	Sportsnet Inc.	Sportsnet Inc Subscription	01-0000-0-0000-7400-5813-090-715	3,550.00
PO26-01875	Ssf Chamber Of Commerce	Membership Dues	01-0000-0-0000-7150-5300-090-714	750.00
PO26-01839	STAGE DEPOT, THE	Dual Height Stage System	01-0000-0-1110-1000-6410-021-070	5,330.04
PO26-01956	Staples Advantage	Supplies for Copy Room	01-0000-0-1110-1000-4320-032-070	143.77
PO26-01910	Starfall Education Foundation	Starfall School Membership	01-0805-0-1110-1000-5813-009-180	355.00
BPO26-00302	Stewart Signs	Open P.O. - Institutional Signs and Parts	01-8150-0-0000-8110-4320-090-741	5,000.00
PO26-01964	The HEAL Project Inc.	Farm Program - Seed to Solution & 4 Field Trips	01-0000-0-1110-1000-5899-025-070	7,500.00
PO26-01777	Tuff Shed	Shed for Westborough	01-8150-0-0000-8110-6410-025-741	7,075.83
PO26-01832	UnboundEd Learning Inc.	Standards Institute Conference in Atlanta, GA	01-9026-0-1110-1000-5210-090-430	29,250.00

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
PO26-01818	United Coach Tours	Field Trip Transportation to Oracle Park	01-6383-0-3800-1000-5821-032-312	1,287.00
PO26-01957	United Coach Tours	Field Trip Transportation for CTE	01-6383-0-3800-1000-5821-032-312	2,690.00
PO26-01818	United Coach Tours	Field Trip Transportation to Oracle Park	01-6383-0-3800-1000-5821-032-313	1,287.00
PO26-01905	Vater Percussion Inc	Percussion Supplies	01-6770-0-1110-1000-4320-033-186	1,589.45
PO26-01826	Vista Higher Learning Inc.	HS French 2 Wkbks	01-0000-0-1110-1000-4100-090-317	369.40
PO26-01917	Vista Higher Learning Inc.	Workshop for World Language	01-6762-0-1110-1000-5802-090-384	5,000.00
PO26-01880	VSR Catering Connection	Open PO - Food for Meetings	01-0000-0-1110-1000-4322-090-762	3,000.00
PO26-01925	VWR International	Biotech - SSFHS	01-9010-0-1110-1000-4320-090-360	599.48
PO26-01686	VWR International	Bio - ECHS	01-9010-0-1110-1000-4320-090-360	2,953.76
PO26-01960	VWR International	Biotech Supplies HS	01-9044-0-1110-1000-4320-090-064	8,831.02
PO26-01963	Vyjayanthi Malladi Art by YJ	04/24/2026 Mini Course Day Batik Art Workshop	01-6770-0-1110-1000-5899-025-186	3,406.13
PO26-01862	Wayne Heal	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	253.12
PO26-01862	Wayne Heal	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	253.12
PO26-01863	Wesley Tran	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	170.01
PO26-01863	Wesley Tran	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	170.01
PO26-01835	Western Psychological Services	Digital Protocols	01-6500-0-5760-1190-5813-090-245	490.00
PO26-01965	Young Audiences Of Northern Ca	4/24/2026 Mini Course Day Workshops	01-6770-0-1215-1000-5899-025-186	9,450.00
PO26-01868	Yutaka Y. Rodriguez	Wrestling Referee	01-9010-0-1110-1000-5899-032-322	170.01
PO26-01868	Yutaka Y. Rodriguez	Wrestling Referee	01-9247-0-1202-1000-5899-032-322	170.01
	TOTAL FUND 01			**734,691.55**
PO26-01889	Amazon Capital Services	Parent Refreshments	12-9010-0-8533-1000-4320-045-833	112.83
PO26-01932	Kelly Spicers Stores	Site Supplies	12-6105-0-8510-1000-4320-045-830	259.69
PO26-01932	Kelly Spicers Stores	Site Supplies	12-6105-0-8535-1000-4320-045-835	259.70
PO26-01932	Kelly Spicers Stores	Site Supplies	12-9010-0-8533-1000-4320-045-833	259.69
PO26-01955	ODP Business Solutions LLC	Site Supplies	12-6105-0-8510-1000-4320-045-830	997.93
PO26-01955	ODP Business Solutions LLC	Site Supplies	12-6105-0-8535-1000-4320-045-835	997.93
PO26-01870	ODP Business Solutions LLC	Supplies for H116	12-9010-0-8530-1000-4320-002-832	120.43
PO26-01871	ODP Business Solutions LLC	Office Supplies	12-9010-0-8533-1000-4320-045-833	295.27
PO26-01955	ODP Business Solutions LLC	Site Supplies	12-9010-0-8533-1000-4320-045-833	997.92
	TOTAL FUND 12			**4,301.39**
PO26-02001	TEC of California Inc. A TEC E	Motor & Solenoid for Truck	13-5310-0-0000-3700-4320-090-820	1,159.19
	TOTAL FUND 13			**1,159.19**
PO26-01841	Procore Technologies Inc.	Project Management Software	21-9010-0-0000-8200-5813-098-900	100,000.00
	TOTAL FUND 21			**100,000.00**
PO26-01842	Advanced Inspections Inc.	DSA IOR - Parkway Heights Close Out	40-9010-0-0000-8110-5899-090-902	3,000.00
PO26-01814	OPENING TECHNOLOGIES INC.	Aiphone Intercom for JSES	40-9010-0-0000-8500-6410-006-919	16,833.50
	TOTAL FUND 40			**19,833.50**

PURCHASE ORDER LISTING - February 1, 2026 to February 28, 2026

P.O.	Vendor	Description	Account	Amount
	TOTAL # OF PURCHASE ORDERS:	**209**	**TOTAL P.O. AMOUNT**	**859,985.63**
PURCHASE ORDERS BY FUND:				
1	GENERAL FUND	$ 734,691.55		
11	ADULT EDUCATION FUND			
12	CHILD DEVELOPMENT FUND	$ 4,301.39		
13	FOOD SERVICE	$ 1,159.19		
14	DEFERRED MAINTENANCE			
21	BOND	$ 100,000.00		
25	CAPITAL FACILITIES			
35	MODERNIZATION FUND			
40	SPECIAL RESERVE	$ 19,833.50		
73	FOUNDATION TRUST FUND			
	TOTAL PUCHASE ORDERS	**$ 859,985.63**		
CHANGE ORDERS:				
PO26-01721	AMAZON.COM	Supplies	01-3010-0-1110-1000-4320-022-301	21.31
BPO26-00015	District 1 San Francisco	Officials Fee	01-9010-0-1110-1000-5899-032-322	(1,170.00)
PO26-00004	Edlio LLC	Website Content Mgmt System Yearly Renewal '25-'26	01-0000-0-0000-2424-5813-090-735	7,100.00
BPO26-00030	Howies Hockey Inc	PE Trainer's Supplies	01-0000-0-1230-1000-4320-032-070	1,101.21
BPO26-00014	N Cal Bsktball Officials Assoc	Officials Fee	01-0000-0-1202-1000-5899-032-322	3,260.00
BPO26-00014	N Cal Bsktball Officials Assoc	Officials Fee	01-9010-0-1203-1000-5899-032-322	5,222.00
BPO26-00187	Resource Solutions of Sf Group	Open P.O. - Custodial Supplies	01-8150-0-0000-8110-4320-090-741	10,000.00
BPO26-00224	School Safety Solutions LLC	Open P.O. - Hazardous Waste Safety Program	01-0000-0-0000-8200-5899-090-760	12,762.50
PO26-00812	Scoot Education Inc.	Support Staffing Services	01-0000-0-0000-7400-5899-090-720	1,171,000.00
PO26-01745	Service Press Inc.	Envelopes for ECHS	01-0000-0-1110-1000-5810-032-070	300.00
BPO26-00129	Siemens Industry Inc.	Open P.O. for Supplies for Fire Alarm Systems	01-8150-0-0000-8110-5600-090-741	3,000.00
BPO26-00124	Xerox Financial Services	Color/B&W Copy Charges	01-0000-0-0000-7350-5600-090-717	1,000.00
BPO26-00124	Xerox Financial Services	Color/B&W Copy Charges	01-0000-0-0000-7550-5600-090-718	250.00
PO26-00600	ALTEN CONSTRUCTION LLC	Lease Lease- Back ECHS Central Kitchen & Cafeteria	21-9010-0-0000-8500-6270-032-926	0.00
PO26-00600	ALTEN CONSTRUCTION LLC	Lease Lease- Back ECHS Central Kitchen & Cafeteria	21-9010-0-0000-8500-6270-098-926	0.00
PO26-00463	FIVE STAR BANK	Escrow ACCT for McGuire and Hester	21-9010-0-0000-8500-6270-025-960	25,101.30
PO26-00468	ISI Inspection Services Inc.	Inspection Svcs for the ECHS Central & WMS Field	21-9010-0-0000-8500-6273-098-926	24,996.90
PO26-00641	MCGUIRE AND HESTER	Field & Pavement Improvements Project at WMS	21-9010-0-0000-8500-6270-025-960	476,924.70
PO26-00767	CIS Inc	District Office Accessibility Improvements	40-9010-0-0000-8500-6290-090-940	1,260.00
PO26-00876	Ninyo & Moore Geotechnical	School Security Gates Project	40-9010-0-0000-8500-6290-013-964	4,150.00
	TOTAL CHANGE ORDERS			**1,746,279.92**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services

DATE: April 9, 2026

RE: Warrant Register – February 1 to February 28, 2026

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The attached report lists all the Warrants issued by the District from February 1 to February 28, 2026. For the period listed above, the Warrants total $6,978,979.61 across all funds.

FISCAL IMPLICATIONS:

These Warrants represent the amount paid out of District accounts for the period of February 1 to February 28, 2026. Staff has obtained all required authorizations prior to issuing any Warrant.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the attached Warrant Listing.

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
A BLACK TIE AFFAIR INC.	02/03/2026	747634	01-6500-0-5730-1190-4322-090-204	Catering for Meetings	2,437.62
A BLACK TIE AFFAIR INC.	02/05/2026	748265	01-6500-0-5730-1190-4322-090-204	Catering for Meetings	481.82
A BLACK TIE AFFAIR INC.	02/05/2026	748265	01-9010-0-1110-1000-4322-090-390	1/5/26 Professional Learning Breakfast	17,801.54
A BLACK TIE AFFAIR INC.	02/09/2026	748939	01-0000-0-0000-2110-4322-090-762	Open PO - Black Tie Affair	2,067.00
A BLACK TIE AFFAIR INC.	02/09/2026	748972	01-0000-0-0000-2110-4322-090-762	Open PO - Black Tie Affair	2,090.35
A BLACK TIE AFFAIR INC.	02/12/2026	749955	01-0000-0-0000-3900-4322-090-501		920.30
A BLACK TIE AFFAIR INC.	02/12/2026	749955	01-9010-0-1110-1000-4322-090-174		1,619.37
A BLACK TIE AFFAIR INC.	02/12/2026	749955	01-9010-0-1110-1000-4322-090-432		5,679.18
A BLACK TIE AFFAIR INC.	02/19/2026	751178	01-6387-0-3800-1000-4322-090-394	CTE Open PO - Food for Meetings	715.61
A BLACK TIE AFFAIR INC. Total					33,812.79
AAA Fire Protection Services	02/12/2026	749956	01-0000-0-0000-8200-5899-090-760	Open P.O. for Kitchen Exhaust Hood Cleaning	2,020.00
AAA Fire Protection Services Total					2,020.00
AAA Restaurant Fire Control LLC	02/09/2026	748973	01-0000-0-0000-8200-5899-090-760		1,525.00
AAA Restaurant Fire Control LLC	02/26/2026	753253	01-0000-0-0000-8200-5899-090-760	Open P.O. - Fire Sprinkler Inspections	825.00
AAA Restaurant Fire Control LLC Total					2,350.00
ABAT, LORI	02/10/2026	749386	01-6500-0-5760-2490-5820-090-245	MILEAGE REIMBURSEMENT	71.54
ABAT, LORI	02/19/2026	751140	01-6500-0-5760-2490-5820-090-245	MILEAGE JAN2026	74.20
ABAT, LORI Total					145.74
Acacia Glass Corp	02/02/2026	747220	01-8150-0-0000-8110-4320-090-741	Open P.O. for Glass Supplies	2,435.00
Acacia Glass Corp	02/03/2026	747635	01-8150-0-0000-8110-4320-090-741	Open P.O. for Glass Supplies	2,578.24
Acacia Glass Corp	02/19/2026	751179	01-8150-0-0000-8110-4320-090-741	Open P.O. for Glass Supplies	2,435.00
Acacia Glass Corp Total					7,448.24
ADA Sports & Rackets LLC	02/05/2026	748266	01-0000-0-1230-1000-4320-033-070	PE Supplies	999.52
ADA Sports & Rackets LLC Total					999.52
ADROIT ADVANCED TECHNOLOGIES INC	02/05/2026	748280	01-0000-0-1110-3600-5820-090-122	Ride Services	4,029.02
ADROIT ADVANCED TECHNOLOGIES INC	02/05/2026	748280	01-0805-0-1110-3600-5820-090-122	Ride Services	1,888.75
ADROIT ADVANCED TECHNOLOGIES INC	02/19/2026	751152	01-0805-0-1110-3600-5820-090-122	Transportation - Homeless & Foster Youth	5,176.75
ADROIT ADVANCED TECHNOLOGIES INC	02/23/2026	751692	01-0000-0-5760-3600-5820-090-781	NPA - Adroit	25,704.80
ADROIT ADVANCED TECHNOLOGIES INC Total					36,799.32
Advanced Integrated Pest Mgmt	02/10/2026	749375	01-0000-0-0000-8200-5807-090-760	Commercial Monthly Program	10,844.00
Advanced Integrated Pest Mgmt Total					10,844.00
AG Parts Worldwide Inc	02/03/2026	747636	01-0000-0-0000-2424-4320-090-735	Student Chromebook Repair Parts	1,205.88
AG Parts Worldwide Inc	02/09/2026	748984	01-0000-0-0000-2424-4320-090-735	Battery	4,282.38
AG Parts Worldwide Inc Total					5,488.26
Air Tutors LLC	02/23/2026	751693	01-6762-0-1110-1000-5813-090-384	Air Tutors	11,300.00
Air Tutors LLC Total					11,300.00
Airgas USA LLC	02/17/2026	750512	01-8150-0-0000-8110-4320-090-741	Open P.O. - Oxygen, Acetylene	364.32
Airgas USA LLC	02/25/2026	752951	01-8150-0-0000-8110-4320-090-741	Open P.O. - Oxygen, Acetylene	54.72
Airgas USA LLC Total					419.04
Akshaya Inc	02/09/2026	748974	01-0000-0-0000-2424-5899-090-735	Services	2,800.00
Akshaya Inc Total					2,800.00
Albertsons/safeway Inc.	02/26/2026	753249	01-0000-0-1110-1000-4322-090-762	Meeting Supplies - Teaching and Learning	276.09
Albertsons/safeway Inc.	02/26/2026	753249	01-0000-0-1219-1000-4320-032-070	Culinary Arts Supplies	1,263.31
Albertsons/safeway Inc.	02/26/2026	753249	01-0000-0-1219-1000-4320-033-070	Supplies for Culinary Arts	287.23
Albertsons/safeway Inc. Total					1,826.63
All City Management Services Inc	02/02/2026	747212	01-0000-0-0000-7300-5899-090-717	Crossing Guards Services	6,731.20
All City Management Services Inc	02/17/2026	750513	01-0000-0-0000-7300-5899-090-717	Crossing Guards Services	7,559.56
All City Management Services Inc Total					14,290.76
Alvin F. Rideau	02/26/2026	753260	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	186.62
Alvin F. Rideau	02/26/2026	753260	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	186.62
Alvin F. Rideau Total					373.24
Amazon Capital Services	02/02/2026	747242	01-0000-0-0000-2424-4320-090-735	Laptop Battery Phone Case	89.11
Amazon Capital Services	02/02/2026	747242	01-0000-0-0000-2424-4320-090-735	MacBook Dongles	381.68
Amazon Capital Services	02/02/2026	747242	01-0000-0-0000-2424-4320-090-735	Tech Parts Internal Hard Drives, etc.	988.86
Amazon Capital Services	02/02/2026	747242	01-0000-0-0000-7400-4320-090-715	HR Supplies	370.40
Amazon Capital Services	02/02/2026	747242	01-0000-0-1110-1000-4320-008-070	Craft Club & Office Supplies	66.26
Amazon Capital Services	02/02/2026	747242	01-0801-0-1110-1000-4320-090-415	ELPAC Summative Supplies	917.78
Amazon Capital Services	02/02/2026	747242	01-0805-0-1110-1000-4320-013-180	1st Grade PBIS Supplies	187.88
Amazon Capital Services	02/02/2026	747242	01-0805-0-1110-1000-4320-013-180	2nd Grade PBIS Supplies	324.40
Amazon Capital Services	02/02/2026	747242	01-0805-0-1110-1000-4320-013-180	5th Grade PBIS Order	323.82
Amazon Capital Services	02/02/2026	747242	01-0805-0-1110-1000-4320-013-180	Kindergarten PBIS	439.95
Amazon Capital Services	02/02/2026	747242	01-0805-0-1110-1000-4320-013-180	RSPRTIDELD PBIS Supplies	387.43
Amazon Capital Services	02/02/2026	747242	01-9010-0-1110-1000-4320-090-316	Secondary Math Supplies	154.18

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Amazon Capital Services	02/03/2026	747630	01-0801-0-1110-1000-4320-090-415	ELPAC Summative Supplies	5.52
Amazon Capital Services	02/19/2026	751161	01-3010-0-1110-1000-4320-022-301	Emergency Supplies	711.24
Amazon Capital Services	02/19/2026	751168	01-0000-0-0000-0000-9320-000-	Warehouse Restock - #008779 Vacuum	625.86
Amazon Capital Services	02/19/2026	751168	01-0000-0-0000-7300-4320-090-717	Office Supplies & Paper for Reprographics	133.25
Amazon Capital Services	02/19/2026	751168	01-0000-0-0000-7400-4320-090-715	Office Items for HR	181.34
Amazon Capital Services	02/19/2026	751168	01-0000-0-0000-7550-4320-090-718	Office Supplies & Paper for Reprographics	169.15
Amazon Capital Services	02/19/2026	751168	01-0000-0-1110-1000-4200-025-070	Grading Smarter	494.20
Amazon Capital Services	02/19/2026	751168	01-3010-0-1110-1000-4320-022-301	Emergency Supplies	1,235.71
Amazon Capital Services	02/19/2026	751168	01-6383-0-3800-1000-4320-032-313	Video Arts Supplies	1,918.27
Amazon Capital Services	02/19/2026	751168	01-6383-0-3800-1000-4420-032-313	Video Arts Equipment	26,254.05
Amazon Capital Services	02/19/2026	751168	01-6387-0-3800-1000-4320-033-394	CTWEE Ambassador Items	448.07
Amazon Capital Services	02/23/2026	751670	01-0000-0-0000-2424-4320-090-735		1,857.68
Amazon Capital Services	02/23/2026	751670	01-0000-0-0000-7350-4320-090-717		420.51
Amazon Capital Services	02/23/2026	751670	01-0000-0-0000-7350-4320-090-717	Office Supplies	(49.43)
Amazon Capital Services	02/23/2026	751670	01-6383-0-3800-1000-4320-032-312		610.21
Amazon Capital Services	02/23/2026	751670	01-6383-0-3800-1000-4320-032-312	CTE Health Class Supplies	(473.52)
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-0000-9320-000-	Warehouse Restock - #008779 Vacuum	625.86
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Cell Phone Cases	74.46
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Computer Repair Tool	77.04
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Document Camera Cords	98.78
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Ethernet Cable Tool	74.44
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Internal HDD Hard Drive	988.86
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	MB Docking Stations	1,087.80
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Power Cables/Ph Case	23.80
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Shelving/Power Cords	108.72
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-2424-4320-090-735	Tech Supplies	64.26
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-7300-4320-090-717	Career Day for 2 Sites + Office Supplies	1,594.34
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-7400-4320-090-715	HR Supplies	420.60
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-7490-4320-090-715	HR Supplies	106.56
Amazon Capital Services	02/23/2026	751671	01-0000-0-0000-7490-4320-090-715	Scantron for Classified Exams	193.39
Amazon Capital Services	02/25/2026	752948	01-0000-0-0000-7300-4320-090-717	Office Supplies	51.08
Amazon Capital Services	02/25/2026	752948	01-0000-0-1110-1000-4320-008-070	Craft Supply for Student Craft Club	26.29
Amazon Capital Services	02/25/2026	752948	01-0000-0-1236-1000-4320-032-070	Supplies for Social Science	611.81
Amazon Capital Services	02/25/2026	752948	01-0805-0-1110-1000-4320-013-180	3rd Grade PBIS Supplies	229.42
Amazon Capital Services	02/25/2026	752948	01-3010-0-1110-1000-4200-008-301	Student Books	88.06
Amazon Capital Services	02/25/2026	752948	01-3010-0-1110-1000-4320-008-301	Craft Supply for Student Craft Club	58.39
Amazon Capital Services	02/25/2026	752948	01-3010-0-1110-1000-4320-022-301	Classroom Supplies	700.68
Amazon Capital Services	02/25/2026	752948	01-3550-0-3800-1000-4320-032-333	Mouse Pads	241.52
Amazon Capital Services	02/25/2026	752948	01-6383-0-3800-1000-4320-032-313	Video Arts Supplies	3,655.91
Amazon Capital Services	02/25/2026	752948	01-6770-0-1112-1000-4320-014-186	Prop 28 Supplies	75.26
Amazon Capital Services	02/25/2026	752949	01-0000-0-0000-2100-4200-090-762		352.93
Amazon Capital Services	02/25/2026	752949	01-0000-0-1110-1000-4320-013-070	School Supplies	384.54
Amazon Capital Services	02/25/2026	752949	01-0000-0-1110-1000-4320-090-762		21.40
Amazon Capital Services	02/25/2026	752949	01-0000-0-1110-2421-4320-013-451	Library Supplies	194.75
Amazon Capital Services	02/25/2026	752949	01-0000-0-1110-3900-4200-090-340	Induction Program Books	271.23
Amazon Capital Services	02/25/2026	752949	01-0805-0-1110-1000-4200-013-180	School Supplies	70.24
Amazon Capital Services	02/25/2026	752949	01-0805-0-1110-1000-4320-013-180	4th Grade PBIS Order	187.61
Amazon Capital Services	02/25/2026	752949	01-0805-0-1110-1000-4320-013-180	School Supplies	350.64
Amazon Capital Services	02/25/2026	752949	01-0805-0-4760-1000-4200-013-123	School Supplies	49.80
Amazon Capital Services	02/25/2026	752949	01-0805-0-4760-1000-4320-013-123	School Supplies	41.72
Amazon Capital Services	02/25/2026	752949	01-3010-0-1110-1000-4320-022-301	Classroom Supplies	1,183.77
Amazon Capital Services	02/25/2026	752949	01-6053-0-1110-1000-4320-090-841	Martin UTK Supplies	1,401.59
Amazon Capital Services	02/25/2026	752949	01-6053-0-1110-1000-4320-090-841	UTK Ponderosa	440.34
Amazon Capital Services	02/25/2026	752949	01-6770-0-1110-1000-4320-013-186	School Supplies	80.85
Amazon Capital Services	02/25/2026	752949	01-8150-0-0000-8110-4320-090-741	Facilities Supplies	123.33
Amazon Capital Services	02/25/2026	752949	01-9044-0-1110-1000-4200-090-062	Science Teacher Resource TLT	566.08
Amazon Capital Services	02/25/2026	752949	01-9305-0-1110-1000-4320-022-391	Wellness Center and Counseling	1,135.45
Amazon Capital Services	02/25/2026	752950	01-0000-0-0000-2424-6415-090-735	UPS BackUp Batteries	4,900.40
Amazon Capital Services	02/25/2026	752950	01-0000-0-0000-7340-4320-090-717	Office Supplies	30.44
Amazon Capital Services	02/25/2026	752950	01-0000-0-0000-7350-4320-090-717	Office Supplies	180.93
Amazon Capital Services	02/25/2026	752950	01-0000-0-1110-1000-4320-008-070		111.09
Amazon Capital Services	02/25/2026	752950	01-0000-0-1110-1000-4320-032-070		68.90
Amazon Capital Services	02/25/2026	752950	01-0000-0-1110-1000-4320-032-451		24.51

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Amazon Capital Services	02/25/2026	752950	01-0000-0-1110-2421-4320-010-451	Library Supplies	353.81
Amazon Capital Services	02/25/2026	752950	01-3010-0-1110-1000-4200-008-301	Reading Resource Center Student Books	334.67
Amazon Capital Services	02/25/2026	752950	01-6383-0-3800-1000-4320-032-313	Video Arts Supplies	5,615.12
Amazon Capital Services	02/25/2026	752950	01-9010-0-1110-1000-4200-010-356		9.13
Amazon Capital Services	02/25/2026	752950	01-9010-0-1110-1000-4320-010-356		712.75
Amazon Capital Services	02/25/2026	752950	01-9010-0-1110-1000-4320-010-356	Library Supplies	56.99
Amazon Capital Services	02/25/2026	752950	01-9010-0-1110-1000-4320-090-055	Helix Cup Mouse Trap	301.79
Amazon Capital Services	02/25/2026	752950	01-9010-0-1110-1000-4320-090-057	Office Furniture	119.64
Amazon Capital Services	02/25/2026	752950	01-9010-0-1110-1000-4320-090-316	Math Supplies	360.11
Amazon Capital Services	02/25/2026	752950	01-9010-0-1110-1000-4320-090-360	HS Gr 9 Biotech Unit Supplies	157.10
Amazon Capital Services	02/25/2026	752976	01-6383-0-3800-1000-4320-032-312	CTE Health Science Supplies	6,711.62
Amazon Capital Services	02/25/2026	752976	01-6383-0-3800-1000-4420-032-312	CTE Health Science Supplies	636.18
Amazon Capital Services	02/25/2026	752976	01-9010-0-1110-1000-4320-002-356	Classroom Materials	85.23
Amazon Capital Services	02/25/2026	752976	01-9010-0-1110-1000-4320-002-356	School Materials	338.82
Amazon Capital Services	02/25/2026	752990	01-0000-0-1110-1000-4320-032-759	Fans	286.20
Amazon Capital Services	02/25/2026	752990	01-0000-0-1110-1000-4320-033-070	Career Center Supplies	51.95
Amazon Capital Services	02/25/2026	752990	01-0000-0-1110-1000-4320-033-070	Toner/Sharpies	70.85
Amazon Capital Services	02/25/2026	752990	01-9010-0-1110-1000-4200-002-356		117.35
Amazon Capital Services	02/25/2026	752990	01-9010-0-1110-1000-4320-002-356		1,163.55
Amazon Capital Services	02/25/2026	752990	01-9010-0-1110-1000-4320-022-430	Career Day Supplies	400.50
Amazon Capital Services	02/25/2026	752991	01-0000-0-0000-2100-4320-090-762	Boards for Supt/Asst Supt Offices	(2.46)
Amazon Capital Services	02/25/2026	752991	01-0000-0-0000-7150-4320-090-714	Boards for Supt/Asst Supt Offices	(13.44)
Amazon Capital Services	02/25/2026	752991	01-0000-0-0000-7300-4320-090-717		154.57
Amazon Capital Services	02/25/2026	752991	01-0000-0-0000-7300-4320-090-717	Office Supplies	(119.76)
Amazon Capital Services	02/25/2026	752991	01-0000-0-1110-1000-4200-002-070	Classroom Supplies	11.82
Amazon Capital Services	02/25/2026	752991	01-0000-0-1110-1000-4320-002-070	Classroom Supplies	49.03
Amazon Capital Services	02/25/2026	752991	01-0000-0-1110-2421-4200-002-451		283.41
Amazon Capital Services	02/25/2026	752991	01-0000-0-1110-2421-4200-002-451	Library Books & Supplies	(3.51)
Amazon Capital Services	02/25/2026	752991	01-3182-0-1110-1000-4200-031-387	Double Check PO	1,044.77
Amazon Capital Services	02/25/2026	752991	01-7399-0-1110-1000-4200-031-311		20.86
Amazon Capital Services	02/25/2026	752991	01-7399-0-1110-1000-4320-031-311		322.53
Amazon Capital Services	02/25/2026	752991	01-9010-0-1110-1000-4320-002-356		47.89
Amazon Capital Services Total					82,302.80
Amergis Healthcare Staffing Inc.	02/03/2026	747637	01-3310-0-5760-1110-5899-090-201	School Aide	54,262.59
Amergis Healthcare Staffing Inc.	02/05/2026	748255	01-3310-0-5760-1110-5899-090-201	School Aide	40,032.08
Amergis Healthcare Staffing Inc.	02/12/2026	749957	01-3310-0-5760-1110-5899-090-201	NPA - Amergis Healthcare: Paraeducators	49,214.70
Amergis Healthcare Staffing Inc.	02/17/2026	750514	01-3310-0-5760-1110-5899-090-201	NPA - Amergis Healthcare: Paraeducators	4,100.21
Amergis Healthcare Staffing Inc.	02/17/2026	750529	01-3310-0-5760-1110-5899-090-201	NPA - Amergis Healthcare: Paraeducators	4,973.85
Amergis Healthcare Staffing Inc.	02/19/2026	751155	01-3310-0-5760-1110-5899-090-201	NPA - Amergis Healthcare: Paraeducators	46,821.60
Amergis Healthcare Staffing Inc.	02/23/2026	751672	01-6500-0-5760-3140-5899-090-245		14,130.99
Amergis Healthcare Staffing Inc.	02/23/2026	751673	01-6500-0-5760-1180-5899-090-245		8,840.00
Amergis Healthcare Staffing Inc.	02/23/2026	751673	01-6500-0-5760-3120-5899-090-245		17,850.00
Amergis Healthcare Staffing Inc.	02/23/2026	751674	01-3310-0-5760-1110-5899-090-201	NPA - Amergis Healthcare: Paraeducators	7,370.35
Amergis Healthcare Staffing Inc.	02/23/2026	751675	01-6500-0-5760-1110-5899-090-201	NPA - Amergis: Special Education Teacher	7,087.50
Amergis Healthcare Staffing Inc.	02/23/2026	751691	01-3310-0-5760-1110-5899-090-201	NPA - Amergis Healthcare: Paraeducators	64,663.16
Amergis Healthcare Staffing Inc.	02/25/2026	752952	01-3310-0-5760-1110-5899-090-201	NPA - Amergis Healthcare: Paraeducators	49,236.75
Amergis Healthcare Staffing Inc. Total					368,583.78
American Fidelity Administrative Services Llc	02/19/2026	751180	01-0000-0-0000-7350-5899-090-717	Time & Eligibility Monthly Fees	2,057.30
American Fidelity Administrative Services LLC	02/25/2026	752963	01-0000-0-0000-7350-5899-090-717	Time & Eligibility Monthly Fees	2,057.30
American Fidelity Administrative Services Llc Total					4,114.60
Amplify Education Inc.	02/12/2026	749958	01-6762-0-1110-1000-5813-090-384		30,000.00
Amplify Education Inc.	02/12/2026	749958	01-7810-0-1110-1000-5813-090-270		20,550.00
Amplify Education Inc. Total					50,550.00
AMS.NET Inc	02/02/2026	747223	01-0000-0-0000-2424-5813-090-735	phone system support	54,990.36
AMS.NET Inc Total					54,990.36
ANDERSON-ROSSE, JENNIFER L	02/02/2026	747218	01-9044-0-1110-1000-4320-090-062	4THGR TWIG SCIENCE	4.08
ANDERSON-ROSSE, JENNIFER L	02/09/2026	748953	01-9044-0-1110-1000-4320-090-062	TWIG SCIENCE MODULE 2	19.04
ANDERSON-ROSSE, JENNIFER L	02/23/2026	751684	01-9044-0-1110-1000-4320-090-062	Twig Science Material 5th Grade	32.90
ANDERSON-ROSSE, JENNIFER L	02/25/2026	752928	01-9044-0-1110-1000-4320-090-062	3rd & 4th Grade Supplies	329.52
ANDERSON-ROSSE, JENNIFER L	02/25/2026	752928	01-9044-0-1110-1000-4322-090-062	Sci Inst Meeting	448.49
ANDERSON-ROSSE, JENNIFER L	02/26/2026	753230	01-9044-0-1110-1000-4320-090-062	Sci Inst Meeting	17.56
ANDERSON-ROSSE, JENNIFER L Total					851.59
Apple Inc	02/09/2026	748985	01-0000-0-0000-2424-4320-090-735	Apple TV 4K + Apple Care	770.86

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Apple Inc	02/09/2026	748985	01-0000-0-0000-3130-4320-090-503	Apple TV 4K + Apple Care	578.14
Apple Inc	02/09/2026	748985	01-0000-0-0000-3130-4420-090-503	Macbook Air 13in	1,150.78
Apple Inc	02/09/2026	748985	01-3182-0-1110-1000-4320-031-387	Apple TV 4K + Apple Care	192.71
Apple Inc	02/17/2026	750515	01-6387-0-3800-1000-4320-090-394	CTE Apple TV ECHS	194.95
Apple Inc	02/19/2026	751181	01-0000-0-0000-2424-4320-090-735	Apple Keyboards/Mice	658.70
Apple Inc	02/19/2026	751181	01-0000-0-1110-1000-4320-021-070	Apple TVs	2,144.49
Apple Inc	02/26/2026	753243	01-0000-0-0000-2424-4320-090-735	Student iPads Chargers/ Martin ES	1,461.34
Apple Inc	02/26/2026	753254	01-0000-0-1110-1000-4320-032-070	iPad for the Classroom	888.98
Apple Inc Total					8,040.95
AQUINO, LAVINIA R	02/09/2026	748949	01-0000-0-0000-0000-8699-000-000	Reissue ck#304258	709.23
AQUINO, LAVINIA R Total					709.23
Arbortech Tree Care Inc	02/12/2026	749959	01-8150-0-0000-8110-5899-006-741	Tree Removal	7,040.00
Arbortech Tree Care Inc	02/23/2026	751650	01-8150-0-0000-8110-5899-006-741	Tree Pruning - JSES	10,560.00
Arbortech Tree Care Inc Total					17,600.00
Armour Petroleum Service & Equipment Corporation	02/19/2026	751182	01-8150-0-0000-8110-5899-090-741	Open P.O. - Monitoring Fuel Tank	210.00
Armour Petroleum Service & Equipment Corporation Total					210.00
Arturo Rodriguez	02/03/2026	747638	01-9219-0-1208-1000-5899-032-356	Musician for Play	500.00
Arturo Rodriguez Total					500.00
Astound	02/17/2026	750530	01-0000-0-0000-2424-5850-090-735	District Wide Internet Service '25-'26 YR	9,000.00
Astound Total					9,000.00
AT&T	02/10/2026	749378	01-0000-0-0000-7200-5910-090-760	CALNET 3 - Charges Only	23,598.53
AT&T	02/10/2026	749378	01-6500-0-5760-2700-5910-090-245	CALNET 3 - Charges Only	206.34
AT&T	02/19/2026	751177	01-0000-0-0000-7200-5910-090-760	231 371-0063 609 4	(20.31)
AT&T	02/19/2026	751177	01-0000-0-0000-7200-5910-090-760	231 371-2596 271 5	63.32
AT&T	02/19/2026	751177	01-0000-0-0000-7200-5910-090-760	234 341-0882 686 2	63.32
AT&T	02/19/2026	751177	01-0000-0-0000-7200-5910-090-760	650 877-5285 411 6	(7.25)
AT&T	02/23/2026	751647	01-0000-0-0000-7200-5910-090-760	234 343-0139 137 5	63.32
AT&T Total					23,967.27
Atkinson Andelson Loya Ruud & Romo	02/19/2026	751183	01-9010-0-5760-1190-5802-090-350	Webinar	891.00
Atkinson Andelson Loya Ruud & Romo	02/23/2026	751651	01-9010-0-5760-1190-5802-090-350	Webinar	99.00
Atkinson Andelson Loya Ruud & Romo Total					990.00
AVID TRANSLATION LLC	02/23/2026	751694	01-6500-0-5760-1190-5899-090-245	Interpretation, ASL, Translation Services	10,997.50
AVID TRANSLATION LLC Total					10,997.50
B & H Photo-Video Inc Remittance Processing Ctr.	02/19/2026	751184	01-6387-0-3800-1000-4320-032-394	Photo Supplies	2,164.89
B & H Photo-Video Inc Remittance Processing Ctr.	02/26/2026	753255	01-0000-0-1228-1000-4320-033-070	Photo Supplies	2,853.45
B & H Photo-Video Inc Remittance Processing Ctr. Total					5,018.34
Banc Of America Public Capital corp.	02/25/2026	752939	01-0000-0-0000-9100-7438-090-739	Repayment of Loan	24,864.50
Banc Of America Public Capital corp.	02/25/2026	752939	01-0000-0-0000-9100-7439-090-739	Repayment of Loan	110,000.00
Banc Of America Public Capital corp. Total					134,864.50
BARON, MEAGAN R	02/10/2026	749365	01-0000-0-0000-0000-8699-000-000	Reissue ck#303134	6,762.21
BARON, MEAGAN R Total					6,762.21
BASCARA, CHRISTINE	02/12/2026	749981	01-6500-0-5760-2490-5820-090-245	Mileage OCT 2025	76.16
BASCARA, CHRISTINE Total					76.16
Battery Systems Inc	02/05/2026	748281	01-8150-0-0000-8110-4320-090-741		892.13
Battery Systems Inc	02/19/2026	751185	01-8150-0-0000-8110-4320-090-741	Open P.O. - Battery Supplies	218.77
Battery Systems Inc Total					1,110.90
Bay Badminton Center SSF Inc.	02/26/2026	753256	01-9010-0-1202-1000-4320-033-322	Check Invoice #	1,626.96
Bay Badminton Center SSF Inc. Total					1,626.96
Beacon School	02/23/2026	751695	01-6500-0-5760-3120-5870-090-245	NPA - Beacon	53,165.72
Beacon School Total					53,165.72
BEANS, ELIZABETH J	02/25/2026	752929	01-9010-0-1110-1000-4322-090-360	Biotech Training	64.33
BEANS, ELIZABETH J Total					64.33
Belkorp Ag LLC	02/25/2026	752953	01-8150-0- - -9510- -	ep250112	282.93
Belkorp Ag LLC Total					282.93
Bjorem Speech Publications LLC	02/25/2026	752954	01-9010-0-5760-1190-4320-090-350	SLP Student Tools	172.70
Bjorem Speech Publications LLC Total					172.70
Blick Art Materials	02/26/2026	753257	01-3010-0-1110-1000-4320-022-301	Student Supplies	1,464.68
Blick Art Materials Total					1,464.68
Blue Line Transfer	02/17/2026	750516	01-0000-0-0000-8200-5540-090-760	Open P.O. - Dump Fees	4,687.66
Blue Line Transfer Total					4,687.66
Boudin Bakery/ Accounting/AR	02/09/2026	748986	01-0000-0-0000-2700-4322-090-762	Open PO for T & L Boudin Catering	131.41
Boudin Bakery/ Accounting/AR Total					131.41
BOYD, AARON	02/09/2026	748954	01-0000-0-1110-1000-5810-033-070	VARSITY BOYS SOCCER BANNER	150.12

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
BOYD, AARON	02/19/2026	751162	01-0000-0-1202-1000-5810-033-070	Basketball Banner	124.14
BOYD, AARON Total					274.26
Boys & Girls Clubs Of The Peninsula	02/10/2026	749352	01-2600-0-0000-8200-5899-090-358	ELOP	129,614.70
Boys & Girls Clubs Of The Peninsula Total					129,614.70
BRIANO, JAMES F	02/05/2026	748299	01-9206-0-1110-1000-4322-032-356	petty cash reimbursement	334.38
BRIANO, JAMES F	02/05/2026	748299	01-9206-0-1110-1000-5899-032-356	petty cash reimbursement	35.00
BRIANO, JAMES F	02/05/2026	748299	01-9219-0-1208-1000-4320-032-356	petty cash reimbursement	280.76
BRIANO, JAMES F Total					650.14
Broadmoor Landscape Supply	02/12/2026	749960	01-8150-0-0000-8110-4320-090-741	Open P.O. - Lumber and Supplies	157.12
Broadmoor Landscape Supply	02/17/2026	750517	01-8150-0-0000-8110-4320-090-741	Open P.O. - Lumber and Supplies	164.81
Broadmoor Landscape Supply	02/23/2026	751676	01-8150-0-0000-8110-4320-090-741	Open P.O. - Lumber and Supplies	5,467.11
Broadmoor Landscape Supply Total					5,789.04
BROCKMEYER, JASON W	02/02/2026	747233	01-9010-0-1110-1000-4320-090-057	MATH SITE THANK YOU POWER PACKS	796.70
BROCKMEYER, JASON W	02/26/2026	753245	01-9010-0-1110-1000-4322-090-057	CCEE,TOSA, OPEN SCIED Meetings	292.32
BROCKMEYER, JASON W	02/26/2026	753245	01-9010-0-1110-1000-5813-090-057	Otter Online Subscription	99.99
BROCKMEYER, JASON W Total					1,189.01
Bronstein Music	02/12/2026	749961	01-6770-0-1110-1000-4320-025-186	Music Supplies 09/2025	139.20
Bronstein Music	02/12/2026	749961	01-6770-0-1110-1000-4320-025-186	Music Supplies 12/2025	179.06
Bronstein Music	02/17/2026	750494	01-6770-0-1110-1000-4320-025-186	Music Supplies 11/2025	188.23
Bronstein Music	02/25/2026	752955	01-0000-0-1227-1000-4320-025-322		43.95
Bronstein Music	02/25/2026	752955	01-0000-0-1227-1000-5600-025-322		350.00
Bronstein Music Total					900.44
C.C. IMEX Embi Tec	02/23/2026	751702	01-9010-0-1110-1000-4320-090-360		910.99
C.C. IMEX Embi Tec Total					910.99
CADA Central	02/03/2026	747631	01-0805-0-1110-1000-5210-032-180	2026 CADA State Convention	2,035.00
CADA Central	02/05/2026	748252	01-0805-0-1110-1000-5210-032-180	2026 CADA State Convention	595.00
CADA Central Total					2,630.00
California Dept. Of Tax & Fee Administration	02/19/2026	751176	01-0000-0-0000-8200-5860-090-760	Confirmation # 0-055-246-434	840.24
California Dept. Of Tax & Fee Administration Total					840.24
California Newspaper Partnership	02/17/2026	750518	01-0000-0-0000-8200-5811-090-760	Open P.O. - Advertising	523.28
California Newspaper Partnership Total					523.28
California School Employees Association	02/17/2026	750519	01-6266-0-1110-1000-5210-090-341	Paraeducator Conference Registration	209.00
California School Employees Association Total					209.00
California School Personnel Commissioners Association	02/02/2026	747243	01-0000-0-0000-7490-5300-090-716	Annual Association Dues 2025-26	700.00
California School Personnel Commissioners Association Total					700.00
California Water Service	02/10/2026	749362	01-0000-0-0000-8200-5530-090-760	utility	19,009.59
California Water Service Total					19,009.59
Calpers Fiscal Services Division	02/23/2026	751648	01-0000-0- - -9564- -	Mar26 premiums	1,186,263.03
Calpers Fiscal Services Division	02/23/2026	751648	01-0000-0-0000-7340-5899-090-717	Mar26 premiums	949.01
Calpers Fiscal Services Division	02/23/2026	751648	01-0000-0-0000-7600-3701-090-810	Mar26 premiums	26,892.00
Calpers Fiscal Services Division	02/23/2026	751648	01-0000-0-0000-7600-3702-090-810	Mar26 premiums	34,870.83
Calpers Fiscal Services Division	02/23/2026	751648	01-0000-0-0000-7600-5899-090-810	Mar26 premiums	160.44
Calpers Fiscal Services Division Total					1,249,135.31
Cam Educational Services LLC	02/19/2026	751153	01-2600-0-0000-8200-5899-090-358	ELOP	58,581.82
Cam Educational Services LLC Total					58,581.82
Canon Solutions America Inc	02/09/2026	748987	01-0000-0-0000-2424-5899-090-735	Maintenance - Copier Usage	5,173.16
Canon Solutions America Inc Total					5,173.16
Carolina Biological Supply Co	02/17/2026	750520	01-9219-0-1235-1000-4320-032-356	Science Supplies	527.11
Carolina Biological Supply Co	02/19/2026	751142	01-9219-0-1235-1000-4320-032-356	AP Biology Supplies	110.00
Carolina Biological Supply Co Total					637.11
CATHOLIC CHARITIES - CYO TRANSPORTATION	02/03/2026	747639	01-3010-0-1110-1000-5821-008-301	3rd Grade Field Trip Transportation	2,563.00
CATHOLIC CHARITIES - CYO TRANSPORTATION	02/03/2026	747639	01-3010-0-1110-1000-5821-008-301	Field Trip Transportation	1,055.00
CATHOLIC CHARITIES - CYO TRANSPORTATION Total					3,618.00
CDW Government Inc	02/02/2026	747213	01-0000-0-0000-2424-4320-090-735	Open PO - Misc. Tech Supplies	17.36
CDW Government Inc	02/09/2026	748988	01-0000-0-0000-2424-4320-090-735	Open PO - Misc. Tech Supplies	911.44
CDW Government Inc	02/09/2026	748988	01-0000-0-0000-7400-4320-090-715	Fax Machine for HR	359.48
CDW Government Inc	02/09/2026	748988	01-0000-0-1110-1000-4420-032-070	TV for Classroom	(779.64)
CDW Government Inc	02/10/2026	749379	01-0000-0-0000-2424-4320-090-735	Open PO - Misc. Tech Supplies	91.35
CDW Government Inc	02/17/2026	750521	01-0000-0-0000-2424-4320-090-735	Open PO - Misc. Tech Supplies	270.95
CDW Government Inc	02/17/2026	750521	01-0000-0-0000-7300-4420-090-717	Scanner	1,245.81
CDW Government Inc	02/23/2026	751677	01-0000-0-0000-2424-4320-090-735	Open PO - Misc. Tech Supplies	1,901.18
CDW Government Inc	02/23/2026	751677	01-0000-0-0000-2424-5813-090-735	Amplified Admin Tools Unlimited Software	7,635.00
CDW Government Inc	02/23/2026	751677	01-0000-0-0000-2424-5813-090-735	Amplified IT - Collab. Membership Seat	600.00

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
CDW Government Inc	02/23/2026	751677	01-6387-0-3800-1000-4320-090-394	CTE TV & Wall Mount ECHS	210.99
CDW Government Inc	02/23/2026	751703	01-0000-0-0000-2424-4320-090-735		115.57
CDW Government Inc	02/23/2026	751703	01-0000-0-0000-2424-4420-090-735		769.41
CDW Government Inc	02/23/2026	751703	01-0000-0-0000-2424-4420-090-735	RPL TV - LC. Rm#3	1,002.68
CDW Government Inc	02/23/2026	751703	01-0805-0-1110-1000-4320-021-180	Technology	542.57
CDW Government Inc	02/23/2026	751703	01-0805-0-1110-1000-4420-021-180	Technology	1,093.50
CDW Government Inc	02/26/2026	753258	01-0000-0-0000-2424-4320-090-735	Open PO - Misc. Tech Supplies	681.27
CDW Government Inc	02/26/2026	753258	01-3010-0-1110-1000-4420-007-301	Support Supplies - Laminator	2,899.47
CDW Government Inc	02/26/2026	753258	01-6387-0-3800-1000-4420-090-394	CTE TV & Wall Mount ECHS	1,087.50
CDW Government Inc Total					20,655.89
Certified Languages International LLC	02/09/2026	748989	01-0000-0-1110-1000-5899-090-762	District Translation Service	344.55
Certified Languages International LLC	02/17/2026	750495	01-0000-0-1110-1000-5899-090-762	District Translation Service	440.55
Certified Languages International LLC Total					785.10
CHAN, VICTOR CHONG HO	02/05/2026	748305	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 294550	1,051.91
CHAN, VICTOR CHONG HO Total					1,051.91
CHANDLER, VINCENT	02/12/2026	749943	01-2600-0-1110-1000-4322-090-358	LUNCH MEET ELOP SSF PARK & REC	129.40
CHANDLER, VINCENT Total					129.40
CHANG, STANLEY	02/23/2026	751685	01-0000-0-1110-1000-4320-033-070	Popsicle sticks	15.00
CHANG, STANLEY Total					15.00
Chavez Group	02/05/2026	748267	01-0000-0-0000-7110-5899-090-713	Open PO for Closed Captioning	495.00
Chavez Group Total					495.00
CHUPO, ARIEL J	02/25/2026	752930	01-0000-0-0000-7350-5220-090-717	Mileage	19.64
CHUPO, ARIEL J Total					19.64
City Auto Supply	02/05/2026	748282	01-8150-0-0000-8110-4320-090-741	Open P.O. - Misc. Vehicle Supplies	327.25
City Auto Supply	02/23/2026	751678	01-8150-0-0000-8110-4320-090-741	Open P.O. - Misc. Vehicle Supplies	227.07
City Auto Supply Total					554.32
City Of San Bruno Utility Billing	02/09/2026	748975	01-0000-0-0000-8200-5530-090-760	Open P.O. - Water & Sewer Monte Verde	253.86
City Of San Bruno Utility Billing	02/17/2026	750522	01-0000-0-0000-8200-5530-090-760	Open P.O. - Water & Sewer Monte Verde	101.50
City Of San Bruno Utility Billing Total					355.36
City Of South San Francisco Attn: Kimberly Morrison	02/10/2026	749353	01-2600-0-0000-8200-5899-090-358	City of SSF - ELOP	396,377.13
City Of South San Francisco Attn: Kimberly Morrison Total					396,377.13
Clearlite Trophies Borba Recognition Co. Inc.	02/05/2026	748268	01-0000-0-0000-7400-5810-090-715	Supplies for Retired Employees	427.69
Clearlite Trophies Borba Recognition Co. Inc. Total					427.69
Clifford Ray Lentz Silverspot Graphics	02/03/2026	747640	01-9247-0-1202-1000-5810-032-322	Wrestling Custom Gear	2,644.78
Clifford Ray Lentz Silverspot Graphics	02/03/2026	747640	01-9247-0-1203-1000-5810-032-322	Wrestling Custom Gear	271.19
Clifford Ray Lentz Silverspot Graphics Total					2,915.97
Comtel Systems Technology, Inc .	02/17/2026	750496	01-0000-0-0000-2424-4420-090-735		1,805.18
Comtel Systems Technology, Inc . Total					1,805.18
Contractors Electrical Distributors	02/12/2026	749962	01-8150-0-0000-8110-4320-090-741		241.73
Contractors Electrical Distributors Total					241.73
Corodata Shredding Inc.	02/17/2026	750523	01-0000-0-0000-8200-5899-090-760	Shredding Services - District-Wide	842.73
Corodata Shredding Inc. Total					842.73
COSGRAVE, SHANNON E	02/12/2026	749982	01-6500-0-5760-2490-5220-090-245	Mileage DEC 2025	41.02
COSGRAVE, SHANNON E Total					41.02
COSICO, JEFFREY P	02/25/2026	752932	01-9219-0-1202-1000-5899-032-356	Swimming Course	25.00
COSICO, JEFFREY P Total					25.00
County Counsel County Of San Mateo	02/26/2026	753259	01-0000-0-0000-3130-5889-090-503		1,034.75
County Counsel County Of San Mateo	02/26/2026	753259	01-0000-0-0000-7400-5889-090-715		7,114.25
County Counsel County Of San Mateo Total					8,149.00
COVACHA, JONATHAN E	02/09/2026	748955	01-0000-0-1110-1000-4320-008-070	MAT & AMENITIES FOR MEET & STUDENTS	250.47
COVACHA, JONATHAN E	02/09/2026	748955	01-0000-0-1110-1000-4322-008-070	MAT & AMENITIES FOR MEET & STUDENTS	237.58
COVACHA, JONATHAN E	02/09/2026	748955	01-9010-0-1110-1000-4322-008-430	STAFF APPRECIATION SA	222.03
COVACHA, JONATHAN E	02/26/2026	753246	01-0000-0-1110-1000-4322-008-070	Staff & MTSS Meeting	472.02
COVACHA, JONATHAN E Total					1,182.10
Crown Castle Fiber LLC	02/10/2026	749354	01-0000-0-0000-2424-5899-090-735	Point to Point Circuits-3yr Term, Yr2 of 3	10,092.66
Crown Castle Fiber LLC Total					10,092.66
CRUZ, PRISCILA R	02/10/2026	749366	01-0000-0-0000-0000-8699-000-000	Reissue ck#304230	35.40
CRUZ, PRISCILA R Total					35.40
Cue Inc.	02/09/2026	748940	01-0000-0-1110-1000-5210-090-762	CUE Conference 2026	2,480.00
Cue Inc. Total					2,480.00
Custom Ink Attn: Accts Receivable	02/25/2026	752956	01-9113-0-1110-1000-5810-033-356	Faculty T-Shirts	1,797.52
Custom Ink Attn: Accts Receivable Total					1,797.52
Danielle Krol	02/10/2026	749387	01-6500-0-5760-2490-5820-090-230	MILEAGE REIMBURSEMENT	254.80

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Danielle Krol	02/12/2026	749983	01-6500-0-5760-2490-5820-090-230	Mileage NOV 2025	140.14
Danielle Krol	02/12/2026	749983	01-6500-0-5760-2490-5820-090-230	Mileage OCT 2025	267.54
Danielle Krol Total					662.48
DE LA TORRE, MARIELA C	02/02/2026	747231	01-0000-0-0000-0000-8699-090-717	REISSUE CK# 300525	1,170.45
DE LA TORRE, MARIELA C Total					1,170.45
Decker Equipment dba School fix	02/23/2026	751679	01-0000-0-0000-8200-4320-033-759	Traffic Gate	600.50
Decker Equipment dba School fix Total					600.50
Dell Marketing LP C/ODell USA LP	02/09/2026	748990	01-0000-0-0000-2424-4320-090-735	Dell Pro Thunderbolt 4 Dock	236.23
Dell Marketing LP C/ODell USA LP	02/17/2026	750524	01-0000-0-0000-2700-4420-025-070	Dell Slim Pro Plus QBS1250	1,476.98
Dell Marketing LP C/ODell USA LP	02/23/2026	751680	01-0000-0-0000-2424-4320-090-735	Dell - Spare Parts for '25-'26 Year	313.46
Dell Marketing LP C/ODell USA LP Total					2,026.67
Demco Inc.	02/23/2026	751704	01-0000-0-1110-2421-4320-012-451	Library Supplies	249.64
Demco Inc. Total					249.64
DIAZ, MICHAEL ANTHONY P	02/09/2026	748957	01-9010-0-1110-1000-4320-090-360	LAB MATERIAL SPRING PROJ	103.63
DIAZ, MICHAEL ANTHONY P	02/23/2026	751686	01-9010-0-1110-1000-4320-090-360	Biotech 3/4 Spring Project Materials	222.68
DIAZ, MICHAEL ANTHONY P	02/23/2026	751686	01-9010-0-1110-1000-5920-090-360	Biotech 5/6 Sample Mailing	369.35
DIAZ, MICHAEL ANTHONY P Total					695.66
District 1 San Francisco Soccer Referee Association	02/25/2026	752964	01-0000-0-1202-1000-5899-032-322	Officials Fee	4,726.00
District 1 San Francisco Soccer Referee Association Total					4,726.00
Dovetail Piano Tuning Noah Blankinship	02/26/2026	753270	01-0000-0-1110-1000-5600-033-070	Piano Tuning	480.00
Dovetail Piano Tuning Noah Blankinship Total					480.00
Duane Morgan	02/26/2026	753261	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	151.12
Duane Morgan	02/26/2026	753261	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	151.12
Duane Morgan Total					302.24
DUNCAN, SCOTT R	02/02/2026	747232	01-0000-0-0000-0000-8699-090-717	REISSUE CK# 301964	2,608.73
DUNCAN, SCOTT R Total					2,608.73
Dunn-Edwards Corporation	02/09/2026	748976	01-8150-0-0000-8110-4320-090-741	Open P.O. - Paint Supplies	271.04
Dunn-Edwards Corporation	02/12/2026	749963	01-8150-0-0000-8110-4320-090-741		168.99
Dunn-Edwards Corporation	02/25/2026	752957	01-8150-0-0000-8110-4320-090-741	Open P.O. - Paint Supplies	15.37
Dunn-Edwards Corporation	02/26/2026	753271	01-8150-0-0000-8110-4320-090-741	Open P.O. - Paint Supplies	352.96
Dunn-Edwards Corporation Total					808.36
E3 Diagnostics Inc. Accounts Receivable	02/23/2026	751705	01-0000-0-0000-3140-5600-090-507		1,997.19
E3 Diagnostics Inc. Accounts Receivable Total					1,997.19
Edlio LLC Collections	02/26/2026	753272	01-0000-0-0000-2424-5813-090-735	Website Content Mgmt System Yearly Renewal '25-'26	3,550.00
Edlio LLC Collections Total					3,550.00
Effective School Solutions LLC	02/05/2026	748283	01-9010-0-1110-3900-5899-090-315	Clinical Services	4,280.49
Effective School Solutions LLC	02/05/2026	748283	01-9305-0-1110-3900-5899-090-503	Clinical Services	15,219.51
Effective School Solutions LLC Total					19,500.00
Enoki Events LLC BOOST Collaborative	02/17/2026	750525	01-2600-0-0000-3900-5210-090-358		660.00
Enoki Events LLC BOOST Collaborative Total					660.00
EPS Operations LLC	02/23/2026	751696	01-6762-0-1110-1000-4320-090-384		3,737.59
EPS Operations LLC Total					3,737.59
Esposto's Inc Esposto's Catering	02/17/2026	750497	01-9010-0-1110-1000-4322-021-356	Staff Luncheon	1,054.40
Esposto's Inc Esposto's Catering Total					1,054.40
Eugene D. Nanez	02/26/2026	753262	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	151.12
Eugene D. Nanez	02/26/2026	753262	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	151.12
Eugene D. Nanez Total					302.24
EverDriven Technologies LLC ALC Schools LLC	02/23/2026	751697	01-0000-0-5760-3600-5820-090-781	NPA - Everdriven	98,162.50
EverDriven Technologies LLC ALC Schools LLC Total					98,162.50
Ewing Irrigation Products Inc	02/09/2026	748977	01-8150-0-0000-8110-4320-090-741	Open P.O. - Irrigation Supplies	573.31
Ewing Irrigation Products Inc	02/10/2026	749376	01-8150-0-0000-8110-4320-090-741	Open P.O. - Irrigation Supplies	6,730.02
Ewing Irrigation Products Inc Total					7,303.33
Experience Janitorial Inc.	02/05/2026	748269	01-8150-0-0000-8110-5899-090-741	Open P.O. Janitorial Services	19,680.00
Experience Janitorial Inc. Total					19,680.00
Fagen Friedman & Fulfrost LLP	02/09/2026	748941	01-0000-0-0000-7300-5889-090-717	Legal Services	258.00
Fagen Friedman & Fulfrost LLP	02/09/2026	748941	01-0000-0-0000-7400-5889-090-715	Legal Services	714.00
Fagen Friedman & Fulfrost LLP	02/09/2026	748941	01-6500-0-5760-1190-5889-090-245	Legal Services	8,187.50
Fagen Friedman & Fulfrost LLP	02/12/2026	749964	01-6500-0-5760-1190-5802-090-245		1,260.00
Fagen Friedman & Fulfrost LLP Total					10,419.50
Fastrak	02/05/2026	748296	01-0000-0-1202-1000-5899-032-322	LIC CA 1477326 CHEV	8.00
Fastrak	02/05/2026	748296	01-0000-0-1202-1000-5899-032-322	LIC CA 1548467 CHEV	16.00
Fastrak	02/09/2026	748930	01-0000-0-1202-1000-5899-032-322	LIC CA 1477325 CHEV	8.00
Fastrak Total					32.00

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
FasTrak Invoice Processing Department	02/17/2026	750508	01-0000-0-1110-1000-5899-032-322	LIC CA 1548468 CHEV	24.00
FasTrak Invoice Processing Department	02/19/2026	751148	01-0000-0-1110-1000-5899-032-322	LIC CA 1477327 CHEV	8.50
FasTrak Invoice Processing Department	02/23/2026	751646	01-0000-0-1202-1000-5899-032-322	Bay Bridge 12/6/25 Wrestling	8.00
FasTrak Invoice Processing Department	02/26/2026	753244	01-9219-0-1202-1000-5899-032-356	Toll Charges	16.00
FasTrak Invoice Processing Department Total					56.50
Federal Express Corporation DBA FedEx	02/17/2026	750533	01-6300-0-1110-1000-5920-090-307	Express mail	47.00
Federal Express Corporation DBA FedEx	02/19/2026	751159	01-0000-0-0000-7300-5920-090-717	Express mail	35.20
Federal Express Corporation DBA FedEx Total					82.20
Ferguson Enterprise, LLC #686	02/25/2026	752958	01-8150-0-0000-8110-4320-090-741	Open P.O. - Plumbing Supplies	782.39
Ferguson Enterprise, LLC #686 Total					782.39
First Alarm	02/17/2026	750526	01-8150-0-0000-8300-5806-090-741	Open P.O. for Monthly Security Monitoring	1,603.18
First Alarm Total					1,603.18
Flinn Scientific Inc.	02/09/2026	748942	01-6383-0-3800-1000-4320-032-312	Supplies for CTE Health	345.30
Flinn Scientific Inc. Total					345.30
FloSports	02/03/2026	747641	01-9247-0-1202-1000-5899-032-322		194.80
FloSports Total					194.80
Flyers Energy LLC	02/05/2026	748256	01-0000-0-0000-8200-4320-090-760	Open P.O. for Fuel & Lubricant Supplies	7,970.62
Flyers Energy LLC Total					7,970.62
Follett Content Solutions	02/09/2026	748978	01-6300-0-1110-1000-4100-090-307		3,058.92
Follett Content Solutions	02/12/2026	749965	01-0000-0-1110-2421-4200-025-451		63.50
Follett Content Solutions	02/26/2026	753273	01-0805-0-4760-1000-4200-033-123	To Kill a Mockingbird-Graphic Novel	856.70
Follett Content Solutions Total					3,979.12
FOUNDATION OF CCS	02/02/2026	747234	01-9010-0-1203-1000-5899-032-322	SUMMER BASKETBALL TOURNAMENT	350.00
FOUNDATION OF CCS Total					350.00
FRED FINCH YOUTH & FAMILY SERVICES	02/12/2026	749966	01-6500-0-5760-1180-5870-090-230		1,392.00
FRED FINCH YOUTH & FAMILY SERVICES	02/12/2026	749966	01-6500-0-5760-1180-5880-090-230		3,992.82
FRED FINCH YOUTH & FAMILY SERVICES	02/23/2026	751698	01-6500-0-5760-1180-5870-090-230		1,740.00
FRED FINCH YOUTH & FAMILY SERVICES Total					7,124.82
GARDUNO FLETES, ANGELICA	02/19/2026	751163	01-0805-0-1110-1000-4320-013-180	Supplies	513.93
GARDUNO FLETES, ANGELICA	02/19/2026	751163	01-3010-0-1110-2495-4322-013-301	Snacks	96.12
GARDUNO FLETES, ANGELICA	02/19/2026	751163	01-9010-0-1110-2495-4322-013-430	Staff	458.45
GARDUNO FLETES, ANGELICA Total					1,068.50
GHA Technologies Inc	02/09/2026	748991	01-0000-0-0000-2424-4420-090-735	Lenovo ThinkPad	2,768.81
GHA Technologies Inc Total					2,768.81
Gnxcor USA Inc.	02/05/2026	748257	01-0000-0-0000-8200-5899-090-760	Open P.O. for Work Order Program	190.00
Gnxcor USA Inc. Total					190.00
Gopher Sport NW5634	02/23/2026	751706	01-0805-0-1110-1000-4320-021-180	PE Supplies	846.23
Gopher Sport NW5634	02/25/2026	752959	01-0805-0-1110-1000-4320-022-180	PE Class Supplies	578.61
Gopher Sport NW5634	02/25/2026	752959	01-0805-0-1110-1000-4320-031-180	PE Materials	1,421.74
Gopher Sport NW5634	02/26/2026	753274	01-0805-0-1110-1000-4320-031-180	PE Materials	719.71
Gopher Sport NW5634 Total					3,566.29
Gow Supply Company	02/03/2026	747642	01-8150-0-0000-8110-4320-090-741		271.75
Gow Supply Company	02/05/2026	Cancelled	01-8150-0-0000-8110-4320-090-741		-
Gow Supply Company	02/17/2026	750527	01-8150-0-0000-8110-4320-090-741	Open P.O. - Sheet Metal Supplies	274.87
Gow Supply Company	02/23/2026	751707	01-8150-0-0000-8110-4320-090-741	Open P.O. - Sheet Metal Supplies	34.98
Gow Supply Company	02/26/2026	753275	01-8150-0-0000-8110-4320-090-741		741.09
Gow Supply Company Total					1,322.69
Grace Huntley	02/12/2026	749984	01-6500-0-5760-2490-5820-090-230	Mileage AUG 2025	68.60
Grace Huntley	02/25/2026	752934	01-6500-0-5760-2490-5820-090-230	School Transportation	137.20
Grace Huntley Total					205.80
Grainger	02/02/2026	747221	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	18.63
Grainger	02/05/2026	748258	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	128.85
Grainger	02/05/2026	748285	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	5.34
Grainger	02/05/2026	748286	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	274.57
Grainger	02/05/2026	748287	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	6.75
Grainger	02/05/2026	748288	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	7.66
Grainger	02/05/2026	748289	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	871.84
Grainger	02/05/2026	748290	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	39.70
Grainger	02/05/2026	748291	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	31.33
Grainger	02/05/2026	748292	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	111.35
Grainger	02/05/2026	748293	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	92.92
Grainger	02/09/2026	748979	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	140.82
Grainger	02/10/2026	749377	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	8.90

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Grainger	02/17/2026	750528	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	221.98
Grainger	02/19/2026	751154	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	31.04
Grainger	02/26/2026	753276	01-8150-0-0000-8110-4320-090-741	Open P.O. - Industrial Supplies	226.67
Grainger Total					2,218.35
GrayMar Environmental Services LLC	02/05/2026	748294	01-8150-0-0000-8110-5899-090-741	Hazardous Waste Removal of Cylinders, Smoke Detect	32,923.66
GrayMar Environmental Services LLC	02/05/2026	748294	01-8150-0-0000-8110-5899-090-741	SSFUSD RFP for Turnkey Removal Services of Surplus	28,148.83
GrayMar Environmental Services LLC Total					61,072.49
Green Cab Peninsula	02/23/2026	751699	01-0000-0-5760-3600-5820-090-781	NPA - Green Cab	16,350.00
Green Cab Peninsula Total					16,350.00
Guardian Innovations LLC Guardian Sports LLC	02/19/2026	751156	01-9011-0-1202-1000-4320-032-322	Supplies for Flag Football	176.77
Guardian Innovations LLC Guardian Sports LLC Total					176.77
GUEVARRA, LYXANDER V	02/05/2026	748248	01-0000-0-0000-0000-8699-090-717	REISSUE CK# 302147	70.80
GUEVARRA, LYXANDER V	02/05/2026	748306	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 292764	51.75
GUEVARRA, LYXANDER V	02/05/2026	748306	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 296229	70.80
GUEVARRA, LYXANDER V	02/05/2026	748306	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 296713	70.80
GUEVARRA, LYXANDER V	02/05/2026	748306	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 300168	88.50
GUEVARRA, LYXANDER V	02/09/2026	748950	01-0000-0-0000-0000-8699-000-000	Reissue ck#304237	70.80
GUEVARRA, LYXANDER V Total					423.45
Hatching Results Inc.	02/12/2026	749967	01-0000-0-0000-3900-5210-090-501	NSCL25-10172025-1987-2015	899.00
Hatching Results Inc. Total					899.00
HEFNER, HEATHER M	02/12/2026	749985	01-0805-0-1110-1000-5220-014-180	Mileage JAN 2026	74.50
HEFNER, HEATHER M Total					74.50
HERFF JONES LLC	02/23/2026	751708	01-0000-0-1110-1000-4320-033-070		2,857.44
HERFF JONES LLC Total					2,857.44
Hillyard	02/03/2026	747643	01-0000-0-0000-8200-4320-022-759	Open PO - Custodial Supplies	2,849.58
Hillyard	02/03/2026	747643	01-0000-0-0000-8200-4320-025-759	Open PO - Custodial Supplies	777.06
Hillyard	02/03/2026	747643	01-0000-0-0000-8200-4320-033-759	Custodial Supplies	4,777.83
Hillyard	02/03/2026	747643	01-2600-0-0000-8200-4320-022-328	Open PO - Custodial Supplies	352.20
Hillyard	02/03/2026	747643	01-2600-0-0000-8200-4320-025-328	Open PO - Custodial Supplies	82.35
Hillyard Total					8,839.02
Hillyard Inc	02/17/2026	750498	01-0000-0-0000-8200-4320-007-759		668.82
Hillyard Inc	02/17/2026	750498	01-0000-0-0000-8200-4320-008-759		650.28
Hillyard Inc	02/17/2026	750498	01-0000-0-0000-8200-4320-032-759		311.57
Hillyard Inc	02/17/2026	750498	01-2600-0-0000-8200-4320-007-328		214.20
Hillyard Inc	02/17/2026	750498	01-2600-0-0000-8200-4320-008-328		702.61
Hillyard Inc	02/17/2026	750531	01-0000-0-0000-8200-4320-010-759		468.04
Hillyard Inc	02/17/2026	750531	01-0000-0-0000-8200-4320-013-759		2,973.58
Hillyard Inc	02/17/2026	750531	01-2600-0-0000-8200-4320-010-328		593.02
Hillyard Inc	02/17/2026	750531	01-2600-0-0000-8200-4320-013-328		473.92
Hillyard Inc	02/23/2026	751681	01-0000-0-0000-8200-4320-002-759		448.80
Hillyard Inc	02/23/2026	751681	01-0000-0-0000-8200-4320-025-759		1,191.73
Hillyard Inc	02/23/2026	751681	01-2600-0-0000-8200-4320-002-328		1,844.18
Hillyard Inc	02/23/2026	751681	01-2600-0-0000-8200-4320-025-328		295.27
Hillyard Inc	02/26/2026	753277	01-0000-0-0000-8200-4320-006-759		(4,359.86)
Hillyard Inc	02/26/2026	753277	01-0000-0-0000-8200-4320-021-759		4,209.84
Hillyard Inc	02/26/2026	753277	01-0000-0-0000-8200-4320-032-759		1,899.58
Hillyard Inc Total					12,585.58
HOPSKIPDRIVE INC	02/09/2026	748980	01-0805-0-1110-3600-5820-090-122		2,503.96
HOPSKIPDRIVE INC Total					2,503.96
Howies Hockey Inc DBA Howies Athletic Tape	02/23/2026	751682	01-9010-0-1202-1000-4320-033-322		263.84
Howies Hockey Inc DBA Howies Athletic Tape Total					263.84
HUNTER, VIRGINIA M	02/03/2026	747626	01-0000-0-0000-0000-8699-000-000	CT26-00282	1,699.32
HUNTER, VIRGINIA M Total					1,699.32
Infinite Campus Inc. Nw 6022	02/19/2026	751157	01-0000-0-0000-3900-5813-090-305	25-26 Infinite Campus Renewal	121,766.00
Infinite Campus Inc. Nw 6022 Total					121,766.00
Insect Lore Products Inc.	02/10/2026	749355	01-9010-0-1110-1000-4320-002-356	Classroom Materials	70.30
Insect Lore Products Inc. Total					70.30
INTAL-DE LEON, TIFFANY CLAIRE	02/25/2026	752965	01-0000-0-0000-7602-5888-090-726	Pupil Personnel Services	678.00
INTAL-DE LEON, TIFFANY CLAIRE Total					678.00
INTERMOUNTAIN LOCK IML SECURITY SUPPLY	02/23/2026	751683	01-8150-0-0000-8110-4320-090-741	Open P.O. - Locksmith Supplies	1,714.41
INTERMOUNTAIN LOCK IML SECURITY SUPPLY Total					1,714.41
ISLA, NATHAN C	02/05/2026	748297	01-0000-0-0000-2700-5220-090-714	MILEAGE REIMBURSEMENT	26.04
ISLA, NATHAN C Total					26.04

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Israel Salvador Aviles Navarro BALLET FOLKLORICO	02/26/2026	753278	01-6387-0-3800-1000-5899-033-394	Professor Aviles-Choreography	4,926.84
Israel Salvador Aviles Navarro BALLET FOLKLORICO Total					4,926.84
Jack Schindler	02/26/2026	753263	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	356.63
Jack Schindler	02/26/2026	753263	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	356.63
Jack Schindler Total					713.26
Jeffrey Scott Silveira	02/26/2026	753264	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	151.12
Jeffrey Scott Silveira	02/26/2026	753264	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	151.12
Jeffrey Scott Silveira Total					302.24
JOHNSON, JULIET M	02/25/2026	752935	01-7399-0-1110-1000-4320-031-311	Wellness Club	58.20
JOHNSON, JULIET M Total					58.20
Jon Edmund Silver	02/26/2026	753265	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	205.51
Jon Edmund Silver	02/26/2026	753265	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	205.51
Jon Edmund Silver Total					411.02
Jones School Supply Co	02/23/2026	751709	01-9105-0-1110-1000-4320-033-356	Student Of The Month Lapel Pin	195.69
Jones School Supply Co Total					195.69
Juan Roman Barajas	02/09/2026	748981	01-9010-0-1202-1000-5814-033-322	South San Francisco High School - Officiating	117.00
Juan Roman Barajas Total					117.00
Judy Anne Campos	02/12/2026	749986	01-6500-0-5760-2490-5820-090-245	Mileage JUL 2025	25.48
Judy Anne Campos	02/12/2026	749986	01-6500-0-5760-2490-5820-090-245	Parent of A.Ostrea	43.68
Judy Anne Campos Total					69.16
KBA Document Solutions LLC	02/05/2026	748295	01-0000-0-1110-1000-5600-090-722	B/W Overage & Color Copies / Maintenance	258.21
KBA Document Solutions LLC	02/17/2026	750499	01-0000-0-1110-1000-5600-090-722	B/W Overage & Color Copies / Maintenance	4,914.18
KBA Document Solutions LLC Total					5,172.39
Keller Supply Company	02/23/2026	751710	01-8150-0-0000-8110-4320-090-741	Open P.O. - Plumbing Supplies	115.15
Keller Supply Company Total					115.15
Kelly Spicers Facilities Solut ion	02/19/2026	751158	01-8150-0-0000-8110-4320-090-741	Open P.O. - Custodial Supplies	5,613.36
Kelly Spicers Facilities Solut ion Total					5,613.36
Kelly Spicers Stores	02/05/2026	748270	01-0000-0-0000-7550-4320-090-718	Paper for Reprographics	203.82
Kelly Spicers Stores	02/05/2026	748270	01-0000-0-1110-1000-4320-014-070	Copy Paper	1,293.78
Kelly Spicers Stores	02/05/2026	748270	01-0805-0-1110-1000-4320-021-180	Open PO - Paper	3,305.77
Kelly Spicers Stores	02/05/2026	748270	01-9010-0-1110-1000-4320-002-356	Copy Paper	1,722.29
Kelly Spicers Stores	02/09/2026	748982	01-0000-0-1110-1000-4320-025-070	Paper	651.01
Kelly Spicers Stores	02/12/2026	749968	01-0000-0-0000-7550-4320-090-718	NCR 2-Part & 3-Part Straight	706.36
Kelly Spicers Stores	02/17/2026	750500	01-0805-0-1110-1000-4320-033-180		3,436.34
Kelly Spicers Stores	02/17/2026	750532	01-0000-0-1110-1000-4320-025-070	Open PO - Paper	651.01
Kelly Spicers Stores Total					11,970.38
KUWADA, LOLETA	02/19/2026	751175	01-6266-0-1110-1000-5210-090-341	CA Induction Conference	391.53
KUWADA, LOLETA Total					391.53
KWAN, JANET	02/09/2026	748958	01-0000-0-1110-1000-4320-032-070	SNACKS & BOTTLED WATER	33.97
KWAN, JANET Total					33.97
Kyana Orellana	02/03/2026	747644	01-9219-0-1208-1000-5899-032-356	Musician for the Play	225.00
Kyana Orellana Total					225.00
La Morena Restaurant Inc.	02/25/2026	752966	01-9010-0-1110-1000-4322-022-356	OPEN PO - Food for School Events/Meetings	404.74
La Morena Restaurant Inc.	02/25/2026	752966	01-9010-0-1110-1000-4322-022-430	OPEN PO - Food for School Events/Meetings	1,618.95
La Morena Restaurant Inc. Total					2,023.69
LAGOMARSINO, MATHEW W	02/10/2026	749388	01-8150-0-0000-8110-4320-090-741	PMI-2 S54430-C1-AA1 FIRE FINDERXLS	218.65
LAGOMARSINO, MATHEW W Total					218.65
LAMPE, SARINA	02/05/2026	748298	01-0000-0-1110-1000-4320-021-070	OFFICE CHAIR REPLACEMENT	325.22
LAMPE, SARINA Total					325.22
Lasertorium Office Systems Norman S.H. Kum	02/17/2026	750534	01-0000-0-0000-2424-5600-090-735	Misc. Printer Repair -Various Sites '25-'26	547.05
Lasertorium Office Systems Norman S.H. Kum Total					547.05
Lawson Products Inc	02/25/2026	752940	01-8150-0-0000-8110-4320-090-741	Open P.O. - Electrical Supplies	353.08
Lawson Products Inc Total					353.08
Leader Services Attn: Accounting Department	02/02/2026	747224	01-9010-0-5001-3900-5899-090-350	medical	1,163.55
Leader Services Attn: Accounting Department	02/25/2026	752977	01-9010-0-5001-3900-5899-090-350	Medi-Cal Fund	8,875.12
Leader Services Attn: Accounting Department Total					10,038.67
LEVINE, SARAH D	02/12/2026	749944	01-0000-0-1110-1000-4320-021-070	INCENTIVE REWARD CHART SYSTEM	12.48
LEVINE, SARAH D Total					12.48
Loren Kylle Barrun	02/03/2026	747645	01-9219-0-1208-1000-5899-032-356	Musician for Play	300.00
Loren Kylle Barrun Total					300.00
LOWES BUSINESS ACCT/SYNCB	02/02/2026	747215	01-0000-0-0000-8200-4320-090-760	SUPPLIES	29.17
LOWES BUSINESS ACCT/SYNCB	02/02/2026	747215	01-8150-0-0000-8110-4320-090-741	SUPPLIES	5,455.28
LOWES BUSINESS ACCT/SYNCB Total					5,484.45

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Lucia Coria Vega	02/12/2026	749987	01-6500-0-5760-2490-5820-090-230	Mileage OCT 2025	384.16
Lucia Coria Vega Total					384.16
MALDONADO RUIZ, FATIMA	02/23/2026	751687	01-9010-0-1110-1000-5210-090-174	CEI Conf - Ontario, CA	108.64
MALDONADO RUIZ, FATIMA Total					108.64
MANALANG, SHARIMAR B	02/12/2026	749988	01-9113-0-1110-1000-4322-033-356	Retirement cake	134.16
MANALANG, SHARIMAR B Total					134.16
Marcel Deschun Thomas	02/26/2026	753266	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	170.01
Marcel Deschun Thomas	02/26/2026	753266	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	170.01
Marcel Deschun Thomas Total					340.02
MARCELINO, JOANNA L	02/19/2026	751141	01-0000-0-0000-7150-5220-090-714	MILEAGE OCT 2025	8.05
MARCELINO, JOANNA L Total					8.05
Marine Science Institute	02/02/2026	747237	01-3010-0-1110-1000-5899-007-301	Marine science assemblies	3,066.00
Marine Science Institute Total					3,066.00
Mark Ollila	02/26/2026	753267	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	151.12
Mark Ollila	02/26/2026	753267	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	151.12
Mark Ollila Total					302.24
MARTINEZ, LEILAHNIE C	02/12/2026	749950	01-0000-0-0000-2700-5220-032-070	JAN 26 MILEAGE REIMB	11.60
MARTINEZ, LEILAHNIE C	02/12/2026	Cancelled	01-0000-0-0000-2700-5220-032-070		-
MARTINEZ, LEILAHNIE C Total					11.60
MARTINEZ, VERONICA R	02/05/2026	748249	01-0000-0-0000-7490-4322-090-715	CPR & FIRST AID TRAINING REFRESHMENTS	133.88
MARTINEZ, VERONICA R Total					133.88
Maxx Metals	02/09/2026	748931	01-8150-0-0000-8110-4320-090-741	supplies	135.21
Maxx Metals	02/17/2026	750535	01-8150-0-0000-8110-4320-090-741	Open PO - for Metal Products	99.55
Maxx Metals Total					234.76
MEELO EDUCATION	02/09/2026	748932	01-0000-0-0000-0000-8699-000-000	original ck#639247 lost in mail	226,223.85
MEELO EDUCATION Total					226,223.85
Melanie Huntley	02/10/2026	749389	01-6500-0-5760-2490-5820-090-230	MILEAGE REIMBURSEMENT	469.56
Melanie Huntley Total					469.56
MENDEZ, NINA M	02/09/2026	748959	01-0000-0-1110-1000-4322-021-070	FOOD MEETING LUNCH	279.54
MENDEZ, NINA M Total					279.54
MetLife Insurance Company MetLife Small Business Center	02/23/2026	751649	01-0000-0- - -9573- -	Mar26 Basic Life Premium	10,031.81
MetLife Insurance Company MetLife Small Business Center	02/23/2026	751649	01-0000-0-0000-7600-3701-090-810	Mar26 Basic Life Premium	13.79
MetLife Insurance Company MetLife Small Business Center Total					10,045.60
MORLA, MICHAEL T	02/09/2026	748951	01-0000-0-0000-0000-8699-000-000	Reissue ck#302540	35.65
MORLA, MICHAEL T Total					35.65
Mouser Electronics Inc.	02/19/2026	751145	01-8150-0-0000-8110-4320-090-741	Open P.O. - Electrical Supplies	13.51
Mouser Electronics Inc. Total					13.51
Music & Arts CA Dept 5295	02/05/2026	748300	01-0000-0-1110-1000-4420-033-070	ref. chk# 642331	1,884.93
Music & Arts CA Dept 5295 Total					1,884.93
Music For Minors Inc.	02/12/2026	749970	01-6770-0-1112-1000-5899-014-186	music classes	9,753.07
Music For Minors Inc. Total					9,753.07
Nasco	02/25/2026	752941	01-0000-0-1110-1000-4320-012-070	Class Supplies Paint	222.46
Nasco Total					222.46
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Carney S.	495.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Daniele S.	495.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Hyunjun L.	495.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Jason B.	694.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Jennifer R.	694.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Liz B.	694.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf McKenna B.	495.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Nenita D.	495.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Phuong N.	495.00
National Science Teaching Association	02/12/2026	749976	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Zaldy A.	495.00
National Science Teaching Association	02/17/2026	750489	01-9044-0-1110-1000-5210-090-064	NSTA - Conf Jackson H.	495.00
National Science Teaching Association Total					6,042.00
NCS Pearson Inc.	02/09/2026	748933	01-6383-0-3800-1000-5899-032-313	adobe pro users	2,710.30
NCS Pearson Inc.	02/09/2026	748933	01-6387-0-3800-1000-5899-032-394	adobe pro users	2,710.30
NCS Pearson Inc.	02/26/2026	753236	01-6500-0-5760-1190-4320-090-245	Protocols	58.32
NCS Pearson Inc. Total					5,478.92
Network Craze Technologies Inc	02/17/2026	750536	01-0000-0-0000-2424-4320-090-735	Cisco Certified Phones & Parts - 2025-2026	1,975.03
Network Craze Technologies Inc Total					1,975.03
NG, TIFFANY R	02/19/2026	751164	01-9113-0-1110-1000-4322-033-356	Snacks	93.38
NG, TIFFANY R Total					93.38

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
O, TED	02/23/2026	751645	01-0000-0-0000-7300-5210-090-717	Governor's Budget Workshop	236.26
O, TED Total					236.26
ODC School Making Moves Program	02/02/2026	747238	01-6770-0-1110-1000-4320-033-186	Hip hop dance	450.00
ODC School Making Moves Program Total					450.00
ODP Business Solutions LLC	02/03/2026	747632	01-0000-0-0000-2424-4320-090-735	office supplies	48.59
ODP Business Solutions LLC	02/03/2026	747632	01-0000-0-0000-7350-4320-090-717	office supplies	191.45
ODP Business Solutions LLC	02/03/2026	747632	01-0000-0-0000-7400-4320-090-715	office supplies	656.64
ODP Business Solutions LLC	02/03/2026	747632	01-9305-0-1110-1000-4420-031-391	office supplies	774.58
ODP Business Solutions LLC	02/05/2026	748253	01-0000-0-0000-2424-4320-090-735	office supplies	22.99
ODP Business Solutions LLC	02/09/2026	748944	01-0000-0-0000-2424-4320-090-735	office supplies	30.08
ODP Business Solutions LLC	02/09/2026	748944	01-0000-0-0000-7350-4320-090-717	office supplies	346.10
ODP Business Solutions LLC	02/09/2026	748944	01-0000-0-0000-7400-4320-090-715	office supplies	305.20
ODP Business Solutions LLC	02/09/2026	748944	01-0000-0-0000-8200-4320-025-759	office supplies	427.71
ODP Business Solutions LLC	02/09/2026	748944	01-0805-0-1110-1000-4320-010-180	office supplies	2,219.20
ODP Business Solutions LLC	02/09/2026	748944	01-3010-0-1110-1000-4320-022-301	office supplies	90.25
ODP Business Solutions LLC	02/10/2026	749361	01-0000-0-0000-2424-4320-090-735	office supplies	27.15
ODP Business Solutions LLC	02/23/2026	751663	01-0000-0-0000-2424-4320-090-735	Open PO - Office Supplies	120.22
ODP Business Solutions LLC	02/23/2026	751663	01-0000-0-0000-8200-4320-090-760	Office Supplies	776.43
ODP Business Solutions LLC	02/23/2026	751663	01-0000-0-1110-1000-4320-009-070	Supplies	2,543.46
ODP Business Solutions LLC	02/23/2026	751663	01-0000-0-1110-1000-4320-012-070	Class Supplies	170.20
ODP Business Solutions LLC	02/23/2026	751663	01-0000-0-1255-1000-4320-032-070	Photo Supplies	66.66
ODP Business Solutions LLC	02/25/2026	752971	01-0000-0-0000-7490-4320-090-715	HR Office Supplies	211.75
ODP Business Solutions LLC	02/25/2026	752971	01-0000-0-1110-1000-4320-008-070	Classroom Supplies	146.74
ODP Business Solutions LLC	02/25/2026	752971	01-9010-0-1110-1000-4320-002-356	Classroom Materials	104.60
ODP Business Solutions LLC	02/25/2026	752971	01-9010-0-1110-1000-4320-002-356	Kinder Paper Materials	64.85
ODP Business Solutions LLC	02/26/2026	753237	01-0000-0-0000-8200-4320-022-759	Supplies	118.10
ODP Business Solutions LLC	02/26/2026	753237	01-0000-0-1110-1000-4320-022-070	Supplies	77.83
ODP Business Solutions LLC	02/26/2026	753237	01-3010-0-1110-1000-4320-022-301	Supplies	936.42
ODP Business Solutions LLC Total					10,477.20
OLIVA, CATHERINE	02/10/2026	749390	01-6500-0-5760-2490-5820-090-245	MILEAGE REIMBURSEMENT	14.70
OLIVA, CATHERINE Total					14.70
OPTERRA ENERGY SERVICES	02/12/2026	749971	01-8150-0-0000-8110-5899-090-741	service solar panels	8,113.15
OPTERRA ENERGY SERVICES Total					8,113.15
Orlando Duarte	02/10/2026	749391	01-6500-0-5760-2490-5820-090-230	MILEAGE REIMBURSEMENT	199.50
Orlando Duarte	02/12/2026	749990	01-6500-0-5760-2490-5820-090-230	Mileage Nov 2025	126.00
Orlando Duarte Total					325.50
Otis Elevator Company	02/25/2026	752942	01-0000-0-0000-8200-5600-090-760	Open P.O. - Monitoring of Elevators	1,138.00
Otis Elevator Company Total					1,138.00
Outdoor Supply Hardware	02/05/2026	748301	01-8150-0-0000-8110-4320-090-741	supplies	192.30
Outdoor Supply Hardware Total					192.30
P G & E	02/03/2026	747627	01-0000-0-0000-8200-5510-090-760	utility	136,054.84
P G & E Total					136,054.84
PARTS TOWN LLC	02/10/2026	749363	01-8150-0-0000-8110-4320-090-741	supplies	230.04
PARTS TOWN LLC Total					230.04
Pearson Education Inc	02/23/2026	751664	01-6300-0-1110-1000-4100-090-307	MyMath Lab - ECHS	7,608.15
Pearson Education Inc Total					7,608.15
PENA, ROGER	02/12/2026	749991	01-6500-0-5760-2490-5820-090-245	Mileage DEC 2025	39.20
PENA, ROGER	02/12/2026	749991	01-6500-0-5760-2490-5820-090-245	Mileage NOV 2025	44.80
PENA, ROGER	02/12/2026	749991	01-6500-0-5760-2490-5820-090-245	Mileage OCT 2025	53.20
PENA, ROGER Total					137.20
Phoenix Transportation	02/05/2026	748302	01-6388-0-3800-1000-5821-090-318	transportation services	2,887.96
Phoenix Transportation Total					2,887.96
PINEDA, DANIELLE I	02/05/2026	748307	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 290077	69.00
PINEDA, DANIELLE I	02/05/2026	748307	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 292716	34.50
PINEDA, DANIELLE I	02/09/2026	748952	01-0000-0-0000-0000-8699-000-000	Reissue ck#304196	70.80
PINEDA, DANIELLE I Total					174.30
PRASAD, SEEMAA S	02/23/2026	751688	01-0805-0-1110-1000-4320-031-180	PBIS Pizza	130.34
PRASAD, SEEMAA S	02/23/2026	751688	01-0805-0-1110-1000-4322-031-180	Bay Area Writing Project	243.02
PRASAD, SEEMAA S Total					373.36
Precita Eyes Muralists Association Inc	02/25/2026	752978	01-7399-0-1110-1000-5899-031-311	Mural for Baden	10,000.00
Precita Eyes Muralists Association Inc Total					10,000.00
PRIMO BRANDS BLUE TRITON BRANDS, INC	02/09/2026	748964	01-9107-0-1110-1000-4322-033-356	Water	171.91
PRIMO BRANDS BLUE TRITON BRANDS, INC	02/17/2026	750509	01-0000-0-1110-1000-4322-032-070	balance due	292.84

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
PRIMO BRANDS BLUE TRITON BRANDS, INC	02/17/2026	750509	01-0000-0-1110-1000-4322-032-070	Drinking Water Supply	403.86
PRIMO BRANDS BLUE TRITON BRANDS, INC	02/19/2026	751150	01-0000-0-1110-1000-4322-032-070	Drinking Water Supply	202.97
PRIMO BRANDS BLUE TRITON BRANDS, INC	02/23/2026	751665	01-9107-0-1110-1000-4322-033-356	Water Delivery Service	188.89
PRIMO BRANDS BLUE TRITON BRANDS, INC Total					1,260.47
Progress Glass Company Inc	02/03/2026	747628	01-8150-0-0000-8110-5899-009-741	furnish glass	193.00
Progress Glass Company Inc	02/25/2026	752979	01-8150-0-0000-8110-5899-002-741	Windows Replacement - Buri Buri	1,320.00
Progress Glass Company Inc	02/25/2026	752979	01-8150-0-0000-8110-5899-033-741	Shelves Trophy Cabinets	1,738.00
Progress Glass Company Inc	02/25/2026	752979	01-8150-0-0000-8110-5899-090-741	Furnish & Install New Clear Glass	2,895.00
Progress Glass Company Inc	02/25/2026	752979	01-8150-0-0000-8110-5899-090-741	Glass Replacement	4,858.00
Progress Glass Company Inc Total					11,004.00
QBS LLC	02/17/2026	750487	01-6500-0-5760-1190-5899-090-245	certifation fee	84.00
QBS LLC	02/19/2026	751169	01-6500-0-5760-1190-5899-090-245	Safety Care Training	7,192.00
QBS LLC	02/23/2026	751641	01-6500-0-5760-1190-5899-090-245	Safety Care Training	25.00
QBS LLC Total					7,301.00
Quadient Leasing USA Inc	02/17/2026	750537	01-0000-0-0000-7550-5600-090-718	Postage Machine Maintenance	273.48
Quadient Leasing USA Inc Total					273.48
R & H Wholesale Supply Inc	02/02/2026	747225	01-8150-0-0000-8110-4320-090-741	supplies	188.38
R & H Wholesale Supply Inc Total					188.38
RAMAHI, JOSEPH S	02/25/2026	752936	01-9010-0-1110-1000-4320-090-360	Lab Supplies	119.33
RAMAHI, JOSEPH S Total					119.33
Regents of the University of C olorado	02/19/2026	751151	01-9044-0-1110-1000-5801-090-064	OpenSciEd Training HS	13,464.00
Regents of the University of C olorado Total					13,464.00
REHDER, JILL S	02/19/2026	751165	01-0000-0-1201-1000-4320-032-070	Art Project	214.11
REHDER, JILL S Total					214.11
RESIDEO LLC, DBA ADI	02/02/2026	747226	01-8150-0-0000-8110-4320-090-741	supplies	43.94
RESIDEO LLC, DBA ADI	02/09/2026	748983	01-8150-0-0000-8110-4320-090-741	Open P.O. - Misc. Electrical Supplies	166.93
RESIDEO LLC, DBA ADI Total					210.87
Resource Solutions Of Sf Group	02/05/2026	748271	01-8150-0-0000-8110-4320-090-741	supplies	5,353.12
Resource Solutions Of Sf Group Total					5,353.12
Revival Tree Service Inc Jose D Flores Marales	02/05/2026	748272	01-8150-0-0000-8110-5899-032-741	tree removal services	18,500.00
Revival Tree Service Inc Jose D Flores Marales	02/10/2026	749373	01-8150-0-0000-8110-5899-033-741	tree removal services	6,800.00
Revival Tree Service Inc Jose D Flores Marales	02/12/2026	749947	01-8150-0-0000-8110-5899-033-741	tree removal services	7,000.00
Revival Tree Service Inc Jose D Flores Marales	02/25/2026	752980	01-8150-0-0000-8110-5899-032-741	Tree Removal	18,650.00
Revival Tree Service Inc Jose D Flores Marales Total					50,950.00
REYES, RAY A	02/25/2026	752937	01-9247-0-1202-1000-4320-032-322	Wrestling Supplies	426.26
REYES, RAY A Total					426.26
RICHARDSON, GUILLERMINA A	02/05/2026	748308	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 294169	523.47
RICHARDSON, GUILLERMINA A	02/05/2026	748308	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 296070	523.47
RICHARDSON, GUILLERMINA A Total					1,046.94
RINGSEIS, MICHAEL	02/09/2026	748965	01-3550-0-3800-1000-5899-090-333	CTE Brochure	2,475.00
RINGSEIS, MICHAEL Total					2,475.00
Ro Health	02/19/2026	751170	01-6500-0-5760-3140-5899-090-245	NPA - Ro Health	3,750.63
Ro Health	02/23/2026	751642	01-6500-0-5760-3140-5899-090-245	NPA - Ro Health	5,043.37
Ro Health Total					8,794.00
Robert Half	02/05/2026	748273	01-0000-0-0000-3900-5899-090-503	temp services	2,018.94
Robert Half	02/10/2026	749382	01-0000-0-0000-7400-5899-090-715	Temp Services	2,099.25
Robert Half	02/12/2026	749977	01-0000-0-0000-3900-5899-090-503	temp services	2,347.53
Robert Half	02/23/2026	751653	01-0000-0-0000-7400-5899-090-715	HR Temporary Staffing	3,870.83
Robert Half Total					10,336.55
ROSE BRAND WIPERS INC	02/19/2026	751160	01-8150-0-0000-8110-5899-032-741	Drapes Installation for ECHS	13,352.46
ROSE BRAND WIPERS INC Total					13,352.46
Royal Pin Donuts Inc Royal Donuts	02/09/2026	748966	01-0000-0-1110-1000-4322-090-762	refresthments	35.09
Royal Pin Donuts Inc Royal Donuts	02/09/2026	748966	01-6266-0-1110-1000-4322-090-341	refresthments	35.08
Royal Pin Donuts Inc Royal Donuts	02/09/2026	748966	01-9010-0-1110-1000-4322-090-316	refresthments	35.08
Royal Pin Donuts Inc Royal Donuts Total					105.25
San Francisco Window & Door Co	02/05/2026	748303	01-8150-0-0000-8110-4320-090-741	supplies	966.90
San Francisco Window & Door Co	02/17/2026	750538	01-8150-0-0000-8110-4320-090-741	Open P.O. - Doors and Supplies	169.63
San Francisco Window & Door Co Total					1,136.53
San Mateo County Behavioral Health & Recovery	02/23/2026	751643	01-6500-0-5760-3120-5870-090-245	NPA - San Mateo BHRS	22,810.48
San Mateo County Behavioral Health & Recovery Total					22,810.48
San Mateo Lawn Mower Shop	02/26/2026	753238	01-8150-0-0000-8110-4320-090-741	Open P.O. - Grounds Supplies for Lawn Mowers	3,006.79
San Mateo Lawn Mower Shop Total					3,006.79
San Mateo Union High District	02/05/2026	748304	01-3010-0-1110-1000-5821-007-301	transportation services	1,238.86

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
San Mateo Union High District Total					1,238.86
Scantron Corporation	02/12/2026	749978	01-0000-0-1110-1000-4320-032-070	scantrons	815.66
Scantron Corporation Total					815.66
Scholastic Inc	02/25/2026	752967	01-0805-0-1110-1000-4320-013-180	Scholastic Magazines	1,728.36
Scholastic Inc Total					1,728.36
School Innovations & Achievement	02/02/2026	747216	01-0000-0-0000-7390-5899-090-710	advisory services	26,550.00
School Innovations & Achievement Total					26,550.00
School Safety Solutions LLC Ronald Dean Mansfield	02/05/2026	748274	01-0000-0-0000-8200-5899-090-760	supplies	2,681.25
School Safety Solutions LLC Ronald Dean Mansfield	02/25/2026	752943	01-0000-0-0000-8200-5899-090-760	Open P.O. - Hazardous Waste Safety Program	2,636.25
School Safety Solutions LLC Ronald Dean Mansfield	02/26/2026	753250	01-0000-0-0000-8200-5899-090-760	hazardous waste svc	2,868.75
School Safety Solutions LLC Ronald Dean Mansfield Total					8,186.25
School Specialty LLC	02/09/2026	748945	01-9010-0-1110-1000-4320-009-356	variety of balls	2,104.66
School Specialty LLC	02/25/2026	752982	01-0805-0-1110-1000-4320-013-180	Art Supplies	160.03
School Specialty LLC Total					2,264.69
Scoot Education Inc.	02/02/2026	747241	01-0000-0-0000-7400-5899-090-720	Temp Services	75,849.01
Scoot Education Inc.	02/03/2026	747629	01-0000-0-0000-7400-5899-090-720	Temp Services	36,198.39
Scoot Education Inc.	02/03/2026	747633	01-0000-0-0000-7400-5899-090-720	Temp Services	22,668.88
Scoot Education Inc.	02/05/2026	748254	01-0000-0-0000-7400-5899-090-720	Temp Services	1,106.91
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc AdED	4,529.13
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc ALMS	6,195.00
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc Baden HS	1,988.80
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc BuriBuri ES	2,829.75
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc ECHS	13,011.59
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc JS ES	2,725.04
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc JS ES	4,474.00
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc LC ES	8,183.61
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc Martin ES	6,189.26
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc PKWY MS	11,739.94
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc Ponderosa ES	3,481.04
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc Pondersa ES	6,708.28
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc Skyline ES	1,739.50
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc Spruce ES	18,105.16
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc SSFHS	17,649.02
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc SSG ES	6,766.17
Scoot Education Inc.	02/17/2026	750501	01-0000-0-0000-7400-5899-090-720	Temp Svc WBMS	8,470.26
Scoot Education Inc.	02/19/2026	751143	01-0000-0-0000-7400-5899-090-720	Temp Svc ALMS	5,900.75
Scoot Education Inc.	02/19/2026	751143	01-0000-0-0000-7400-5899-090-720	Temp Svc LC ES	11,091.80
Scoot Education Inc.	02/19/2026	751143	01-0000-0-0000-7400-5899-090-720	Temp Svc Skyline ES	1,173.52
Scoot Education Inc.	02/19/2026	751144	01-0000-0-0000-7400-5899-090-720	Temp Services BuriBuri ES	4,925.76
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. AD-ED	4,037.11
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. ALMS	15,114.28
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. BADEN-HS	1,988.80
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. BURI BURI-ES	6,737.23
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. ECHS	17,939.04
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. JS-ES	8,024.21
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. LC-ES	21,392.95
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. MARTIN-ES	5,858.36
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. MV-ES	1,988.80
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. PKWY-MS	13,149.74
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. POND-ES	9,897.83
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. SKYLINE-ES	3,431.42
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. SPRUCE-ES	20,246.08
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. SSFHS	20,654.58
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. SSG-ES	8,616.83
Scoot Education Inc.	02/23/2026	751701	01-0000-0-0000-7400-5899-090-720	Temp Svc. WBMS	9,781.99
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - AD ED	2,073.68
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - ATLMS	5,951.28
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - BURI BURI-ES	5,627.42
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - ECHS	6,961.28
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - LC-ES	3,354.54
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - PKWYMS	7,245.28
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - POND-ES	7,823.16
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - SPRUCE-ES	10,360.61

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - SSFHS	7,867.76
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - SSG-ES	5,056.09
Scoot Education Inc.	02/26/2026	753234	01-0000-0-0000-7400-5899-090-720	Temp Svc - WBMS	5,008.32
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - ATLMS	4,360.44
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - BADEN HS	1,447.28
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - ECHS	2,958.31
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - JS - ES	1,949.28
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - MARTIN - ES	2,871.59
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - MV - ES	1,193.28
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - POND - ES	1,173.52
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - SKYLINE - ES	1,680.19
Scoot Education Inc.	02/26/2026	753235	01-0000-0-0000-7400-5899-090-720	Temp Svc - SSFHS	3,529.16
Scoot Education Inc. Total					541,052.29
Seawood Photo Inc.	02/25/2026	752944	01-3550-0-3800-1000-4420-033-333	CTE-Photo Supplies	8,691.10
Seawood Photo Inc.	02/25/2026	752944	01-7339-0-3800-1000-4320-033-332	CTE-Photo Supplies	384.57
Seawood Photo Inc. Total					9,075.67
Service Press Inc.	02/12/2026	749972	01-0000-0-1110-1000-5810-032-070	envelopes	577.81
Service Press Inc.	02/23/2026	751654	01-0000-0-1110-1000-5810-025-070	Envelopes 01-2026 (Window & Non)	893.08
Service Press Inc. Total					1,470.89
Shiffler Equipment Sales Inc	02/23/2026	751655	01-8150-0-0000-8110-4320-090-741	Open P.O. - Furniture, Equipment & Parts	347.49
Shiffler Equipment Sales Inc Total					347.49
Signal Solutions Corporation	02/05/2026	748275	01-0000-0-0000-2424-5899-090-735	install fiber optic cable	3,375.00
Signal Solutions Corporation Total					3,375.00
Silicon Valley Mathematics Initiative	02/10/2026	749383	01-9010-0-1110-1000-5899-090-316	professional learning	2,040.00
Silicon Valley Mathematics Initiative	02/26/2026	753251	01-9010-0-1110-1000-5899-090-316	SVMI Professional Learning	4,080.00
Silicon Valley Mathematics Initiative Total					6,120.00
SMCOE	02/10/2026	749384	01-0805-0-4760-1000-5210-012-123	english workshops	2,033.90
SMCOE	02/23/2026	751656	01-0000-0-0000-7400-5899-090-715	Recruitment Fair	308.60
SMCOE	02/25/2026	752945	01-0000-0-0000-7400-5899-090-715	Teacher Residency Program 25-26	55,000.00
SMCOE Total					57,342.50
SMITH KAYA, ROSEANNE	02/05/2026	748309	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 298204	332.46
SMITH KAYA, ROSEANNE Total					332.46
Solo Soccer Shop Nicolas Garcia	02/09/2026	748946	01-9025-0-1110-1000-4320-033-356	soccer supplies	443.89
Solo Soccer Shop Nicolas Garcia Total					443.89
Solution Tree	02/23/2026	751666	01-0000-0-0000-2140-5899-090-762	Solution Tree Licenses (40)	5,960.00
Solution Tree Total					5,960.00
Sonitrol/pacific West Security	02/23/2026	751657	01-8150-0-0000-8300-5806-090-129	Open P.O. for Alarm System Monitoring	10,693.00
Sonitrol/pacific West Security Total					10,693.00
South City Lumber & Supply	02/05/2026	748311	01-6383-0-3800-1000-4320-033-314	supplies	70.43
South City Lumber & Supply	02/05/2026	748311	01-8150-0-0000-8110-4320-090-741	supplies	1,898.89
South City Lumber & Supply	02/09/2026	748935	01-8150-0-0000-8110-4320-090-741	supplies	21.73
South City Lumber & Supply Total					1,991.05
South City Star Smog Test Only	02/23/2026	751658	01-0000-0-0000-8200-5899-090-760	Open P.O. - Vehicle Maintenance/Smog Testing	71.70
South City Star Smog Test Only	02/25/2026	752994	01-0000-0-0000-8200-5899-090-760	Open P.O. - Vehicle Maintenance/Smog Testing	713.60
South City Star Smog Test Only	02/26/2026	753231	01-0000-0-0000-8200-5899-090-760	Open P.O. - Vehicle Maintenance/Smog Testing	71.70
South City Star Smog Test Only Total					857.00
South San Francisco Chamber Of Commerce	02/12/2026	749979	01-0000-0-0000-7150-5300-090-714	membership dues	750.00
South San Francisco Chamber Of Commerce Total					750.00
South San Francisco Scavenger	02/17/2026	750490	01-0000-0-0000-8200-5540-090-760	trash pickup	9,665.60
South San Francisco Scavenger Total					9,665.60
South San Francisco Tire Service Inc.	02/05/2026	748276	01-8150-0-0000-8110-4320-090-741	tires	378.69
South San Francisco Tire Service Inc. Total					378.69
SPECIALTY'S CAFE & BAKERY	02/02/2026	747227	01-0000-0-1110-1000-4322-090-762	catering svcs.	114.53
SPECIALTY'S CAFE & BAKERY	02/09/2026	748967	01-0000-0-1110-1000-4322-090-762	catering services	1,275.00
SPECIALTY'S CAFE & BAKERY	02/10/2026	749374	01-0000-0-1110-1000-4322-090-762	catering services	95.98
SPECIALTY'S CAFE & BAKERY	02/17/2026	750539	01-0000-0-1110-1000-4322-090-762	Open PO - Food for Meetings	631.81
SPECIALTY'S CAFE & BAKERY	02/23/2026	751667	01-0000-0-1110-1000-4322-090-762	Open PO - Food for Meetings	102.34
SPECIALTY'S CAFE & BAKERY Total					2,219.66
SPEECH PATHOLOGY GROUP INC,	02/19/2026	751171	01-6500-0-5760-1190-5899-090-245	Independent Education Evaluation IEE	292.50
SPEECH PATHOLOGY GROUP INC, Total					292.50
Spindle	02/26/2026	753239	01-0000-0-0000-7400-5899-090-715	Substitute Staffing	5,200.00
Spindle Total					5,200.00
SSFUSD - DEDAP	02/17/2026	750491	01-2600-0-0000-8200-5899-090-358	Elop Students	16,557.50

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
SSFUSD - DEDAP Total					16,557.50
Standard Plumbing Supply Co.	02/12/2026	749948	01-8150-0-0000-8110-4320-090-741	parts	96.08
Standard Plumbing Supply Co.	02/17/2026	750502	01-8150-0-0000-8110-4320-090-741	Open P.O. - Plumber, HVAC & Maintenance Supplies	49.30
Standard Plumbing Supply Co.	02/23/2026	751659	01-8150-0-0000-8110-4320-090-741	Open P.O. - Plumber, HVAC & Maintenance Supplies	25.05
Standard Plumbing Supply Co. Total					170.43
Starfall Education Foundation	02/17/2026	750503	01-0805-0-1110-1000-5813-009-180	Starfall School Membership	355.00
Starfall Education Foundation Total					355.00
Stewart Chevrlet	02/23/2026	751660	01-8150-0-0000-8110-4320-090-741	Open P.O. - Vehicle Maintenance & Supplies	293.79
Stewart Chevrlet Total					293.79
Stewart Signs	02/26/2026	753240	01-8150-0-0000-8110-4320-090-741	Open P.O. - Institutional Signs and Parts	211.08
Stewart Signs Total					211.08
SULLIVAN, TIMOTHY	02/25/2026	752938	01-6770-0-1215-1000-4320-032-186	Stagecraft Supplies	2,168.86
SULLIVAN, TIMOTHY Total					2,168.86
Sunbelt Staffing	02/02/2026	747239	01-0000-0-0000-7400-5899-090-715	Temp services	3,075.30
Sunbelt Staffing	02/09/2026	748947	01-0000-0-0000-7400-5899-090-715	temp services	5,138.10
Sunbelt Staffing	02/17/2026	750504	01-0000-0-0000-7400-5899-090-715	Substitute Staffing	2,925.00
Sunbelt Staffing Total					11,138.40
Suping Yang	02/12/2026	749992	01-6500-0-5760-2490-5820-090-245	Mileage DEC 2025	65.52
Suping Yang	02/12/2026	749992	01-6500-0-5760-2490-5820-090-245	Mileage OCT 2025	95.76
Suping Yang Total					161.28
Sylvia Katherine Eldredge 3 KINGS SERVICES	02/26/2026	753279	01-0000-0-0000-2110-5899-090-762	3 King Svcs for T & L Newsletter	2,250.00
Sylvia Katherine Eldredge 3 KINGS SERVICES Total					2,250.00
SZETO, JOSH S	02/09/2026	748934	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 292720	25.88
SZETO, JOSH S Total					25.88
TAM, CINDY M	02/19/2026	751166	01-0805-0-4760-1000-4320-032-123	Snacks	171.49
TAM, CINDY M Total					171.49
TAPIA, ELVIRA	02/25/2026	752989	01-0000-0-1110-1000-5210-090-762	SCOE CRAN Conf - CERS & ELPAC	368.96
TAPIA, ELVIRA Total					368.96
Teacher Synergy LLC	02/05/2026	748277	01-9010-0-5001-3150-4320-090-350	teacher	230.99
Teacher Synergy LLC Total					230.99
TEC of California Inc. A TEC Equipment Company	02/12/2026	749980	01-8150-0-0000-8110-5600-090-741	motor/solenoid	1,068.20
TEC of California Inc. A TEC Equipment Company	02/17/2026	750492	01-8150-0-0000-8110-5600-090-741	motor/solenoid	90.99
TEC of California Inc. A TEC Equipment Company Total					1,159.19
The Adam-hill Company	02/12/2026	749969	01-8150-0-0000-8110-4320-090-741	Open P.O. - Misc Supplies	59.02
The Adam-hill Company Total					59.02
The Avalon Academy	02/23/2026	751700	01-6500-0-5760-1180-5870-090-230		17,234.08
The Avalon Academy	02/23/2026	751700	01-6500-0-5760-1180-5880-090-230		11,576.00
The Avalon Academy Total					28,810.08
The Stepping Stones Group	02/05/2026	748278	01-3310-0-5760-1110-5899-090-201	npa	30,526.41
The Stepping Stones Group	02/19/2026	751172	01-6500-0-5760-3120-5899-090-245	NPA - Stepping Stones	9,492.88
The Stepping Stones Group Total					40,019.29
T-mobile	02/02/2026	747240	01-0000-0-0000-2700-5910-033-480	cell/emergency phones/hotspots	61.67
T-mobile	02/02/2026	747240	01-0000-0-0000-2700-5910-090-735	cell/emergency phones/hotspots	2,207.79
T-mobile	02/02/2026	747240	01-0000-0-0000-2700-5910-090-762	cell/emergency phones/hotspots	96.13
T-mobile	02/02/2026	747240	01-0000-0-0000-3130-5910-090-503	cell/emergency phones/hotspots	61.67
T-mobile	02/02/2026	747240	01-0000-0-0000-7200-5910-090-714	cell/emergency phones/hotspots	71.78
T-mobile	02/02/2026	747240	01-0000-0-0000-7200-5910-090-715	cell/emergency phones/hotspots	56.62
T-mobile	02/02/2026	747240	01-0000-0-0000-7200-5910-090-760	cell/emergency phones/hotspots	210.29
T-mobile	02/02/2026	747240	01-6500-0-5760-2700-5910-090-245	cell/emergency phones/hotspots	35.89
T-mobile Total					2,801.84
TORRES, DOUGLAS R	02/09/2026	748961	01-0000-0-1110-1000-4320-032-322	BADMINTON SHUTTLECOCKS	540.47
TORRES, DOUGLAS R Total					540.47
Tpx Communications Co.	02/25/2026	752983	01-0000-0-0000-2424-5899-090-735	Voice Conversion Upgrade for '25-'26 YR.	5,449.83
Tpx Communications Co. Total					5,449.83
Uline	02/02/2026	747217	01-8150-0-0000-8110-4320-090-741	supplies	19.36
Uline	02/02/2026	747228	01-8150-0-0000-8110-4320-090-741	supplies	1,146.49
Uline	02/09/2026	748968	01-0000-0-1110-2421-4320-022-451	office funiiture	366.61
Uline	02/09/2026	748968	01-0805-0-1110-1000-4320-022-180	office funiiture	4,033.83
Uline	02/23/2026	751661	01-8150-0-0000-8110-4320-090-741	Open P.O. - Facilities Supplies	288.92
Uline Total					5,855.21
UnboundEd Learning Inc.	02/12/2026	749949	01-9026-0-1110-1000-5210-090-430	National Institute & conferences	21,450.00
UnboundEd Learning Inc. Total					21,450.00
United Coach Tours	02/02/2026	747229	01-0000-0-1231-1000-5821-032-070	transportation	825.00

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
United Coach Tours	02/09/2026	748969	01-0000-0-1110-1000-5821-025-070	transportation	1,260.00
United Coach Tours	02/09/2026	748969	01-3550-0-3800-1000-5821-032-333	transportation	800.00
United Coach Tours	02/09/2026	748969	01-6387-0-3800-1000-5821-032-394	transportation	1,035.00
United Coach Tours	02/10/2026	749364	01-0000-0-1215-1000-5821-032-322	transportation	8,720.00
United Coach Tours	02/12/2026	749973	01-6387-0-3800-1000-5821-032-394	transportation	2,720.00
United Coach Tours	02/25/2026	752969	01-6388-0-1110-1000-5821-032-318	Transportation	6,270.00
United Coach Tours	02/25/2026	752969	01-6388-0-1110-1000-5821-033-318	Transportation	3,660.00
United Coach Tours	02/26/2026	753241	01-9010-0-1202-1000-5821-032-322	Transportation	1,530.00
United Coach Tours Total					26,820.00
United Rentals (north America) Inc	02/02/2026	747230	01-8150-0-0000-8110-5600-090-741	rentals	29.67
United Rentals (north America) Inc	02/25/2026	752946	01-8150-0-0000-8110-5600-090-741	Open P.O. for Equipment Rentals	29.67
United Rentals (north America) Inc Total					59.34
United Site Services	02/17/2026	750505	01-0000-0-0000-8200-5600-090-760	Open P.O. - Rental of Portable Toilets	1,289.49
United Site Services	02/23/2026	751662	01-0000-0-0000-8200-5600-090-760	Open P.O. - Rental of Portable Toilets	105.15
United Site Services	02/23/2026	751668	01-0000-0-0000-8200-5600-090-760	Open P.O. - Rental of Portable Toilets	1,615.44
United Site Services Total					3,010.08
UPS Store	02/09/2026	748970	01-0000-0-0000-7400-5841-090-715	fingerprinting	919.77
UPS Store Total					919.77
VALENZUELA, JUDY	02/19/2026	751167	01-6500-0-5760-1190-4322-090-245	Spl Edu Meeting	351.58
VALENZUELA, JUDY	02/23/2026	751689	01-6500-0-5760-1190-4322-090-245	Sp Ed Meeting 01/21/26	63.74
VALENZUELA, JUDY Total					415.32
Varitronics LLC	02/12/2026	749974	01-0000-0-0000-7550-4320-090-718	supplies	587.52
Varitronics LLC Total					587.52
Verizon	02/09/2026	748948	01-8150-0-0000-8110-5899-090-741	tracking services	909.60
Verizon Total					909.60
Vista Higher Learning Inc.	02/17/2026	750506	01-0000-0-1110-1000-4100-090-317	HS French 2 Wkbks	369.40
Vista Higher Learning Inc.	02/19/2026	751146	01-6762-0-1110-1000-5802-090-384	Workshop for World Language	5,000.00
Vista Higher Learning Inc. Total					5,369.40
Vortex Industries LLC	02/26/2026	753252	01-8150-0-0000-8110-4320-090-741	Open P.O. - Facilities Supplies	4,568.62
Vortex Industries LLC Total					4,568.62
VRS Catering Connection	02/10/2026	749385	01-0000-0-1110-1000-4322-090-762	catering services	593.33
VRS Catering Connection Total					593.33
VWR International	02/23/2026	751638	01-9010-0-1110-1000-4320-090-360	Biotech - SSFHS	599.48
VWR International	02/25/2026	752947	01-9010-0-1110-1000-4320-090-360	Bio - ECHS	353.80
VWR International	02/25/2026	752947	01-9010-0-1110-1000-4320-090-360	Bio - SSFHS	402.19
VWR International	02/25/2026	752968	01-9010-0-1110-1000-4320-090-360	Bio - ECHS	173.80
VWR International	02/25/2026	752984	01-9010-0-1110-1000-4320-090-360	Bio - ECHS	284.20
VWR International	02/25/2026	752984	01-9010-0-1110-1000-4320-090-360	Bio - SSFHS	968.02
VWR International Total					2,781.49
Weingarten Children's Center	02/23/2026	751640	01-6500-0-5760-1180-5870-090-230	NPS - Weingarten	1,690.00
Weingarten Children's Center	02/23/2026	751640	01-6500-0-5760-1180-5880-090-230	NPS - Weingarten	6,222.00
Weingarten Children's Center Total					7,912.00
Welldom Inc	02/19/2026	751173	01-6500-0-5760-1190-5899-090-245	NPA - Welldom	14,368.00
Welldom Inc Total					14,368.00
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-2424-4320-090-735	Headphones	89.36
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-2424-4420-090-735	2 outdoor cameras	1,318.48
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-2424-5899-090-735	recurring mo. charges AWS	284.18
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7110-4322-090-713	1/22 board meeting Dinner	160.01
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7110-5210-090-713	Chamber San Mateo County Seminar	1,196.00
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7110-5210-090-713	Kiwanis Crab Feed ticket -Trustee Anthony	90.00
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7150-4320-090-714	Pizza for Student Round Table	182.17
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7150-4320-090-714	Supples for Student Round Table	35.30
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7150-4322-090-714	Principal Ops Meeting 01/29/26	644.77
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7150-4322-090-714	Quarterly StepBack 01/27/26	712.62
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7150-5210-090-714	ACSA Conference Indian Wells	1,071.09
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-0000-7300-5899-090-717	Subscription fee - Costo	65.00
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-1110-1000-4320-032-070	Ribbons for the time clock	154.80
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-1110-1000-5899-008-070	Subscription fee -MartinES	95.88
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-1110-1000-5899-090-715	CPR & First Aid Vouchers	910.00
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-1219-1000-4320-032-070	ECHS Culinary	672.24
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-1219-1000-4320-032-070	ECHS Culinary	284.57
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-1219-1000-4320-033-070	SSFHS Culinary	427.92
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-0000-0-1219-1000-4320-033-070	SSFHS Culinary	600.58

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-6387-0-3800-1000-4320-033-394	12-racks/5-shelves/3-carts	2,886.27
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-6387-0-3800-1000-5815-032-394	Field trip for Photo Class	1,257.00
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-6770-0-1110-1000-4320-032-186	Supplies for Theatre class	4,911.01
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-6770-0-1110-1000-4420-032-186	Rolling Tool for Theatre class	1,096.55
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-8150-0-0000-8110-4320-090-741	Acorn O-ring	32.12
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-8150-0-0000-8110-4320-090-741	icemaker filter	175.71
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-8150-0-0000-8110-4320-090-741	On-line webinar Sch.Svc. of CA	290.00
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-8150-0-0000-8110-4320-090-741	supplies for facilities	480.15
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-8150-0-0000-8110-4320-090-741	welding clamp	127.87
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-9026-0-1110-1000-5210-090-430	ECHS Culinary	277.29
Wells Fargo Elite Card Payment Center	02/17/2026	750507	01-9026-0-1110-1000-5210-090-430	STANDARDS INST. CONFERENCE 03/15/26	914.78
Wells Fargo Elite Card Payment Center	02/19/2026	751147	01-0000-0-0000-2424-5813-090-735	Recurring Mo for IT	20.00
Wells Fargo Elite Card Payment Center	02/19/2026	751147	01-0000-0-0000-7300-5813-090-717	Recurring Mo for Bus. svcs	20.00
Wells Fargo Elite Card Payment Center Total					21,483.72
Wells Fargo Vendor Fin Serv	02/05/2026	748279	01-0000-0-1110-1000-5600-090-722	leasing	2,084.00
Wells Fargo Vendor Fin Serv Total					2,084.00
Wesley Tran	02/26/2026	753268	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	170.01
Wesley Tran	02/26/2026	753268	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	170.01
Wesley Tran Total					340.02
West Coast Sand & Gravel Inc	02/17/2026	750488	01-0000-0-0000-8200-4320-090-760	supplies	5,832.60
West Coast Sand & Gravel Inc Total					5,832.60
Westborough Middle School	02/26/2026	753248	01-8150-0-0000-8110-4320-090-741	Reimburse WB Shed	3,775.94
Westborough Middle School Total					3,775.94
Western Psychological Services	02/17/2026	750510	01-6500-0-5760-1190-5813-090-245	Digital Protocols	490.00
Western Psychological Services Total					490.00
WILL, REBEKAH MARIE DBA REBEKAH WILL AUDIOLOGY PC	02/19/2026	751174	01-6500-0-5760-1190-5899-090-245	Audiology Services	1,750.00
WILL, REBEKAH MARIE DBA REBEKAH WILL AUDIOLOGY PC Total					1,750.00
WILSON, JAMES W	02/23/2026	751639	01-0805-0-1110-1000-4320-031-180	Art Supplies	81.00
WILSON, JAMES W Total					81.00
Wings Learning Center	02/23/2026	751644	01-6500-0-5760-1180-5870-090-230	NPS - Wings	6,963.16
Wings Learning Center	02/23/2026	751644	01-6500-0-5760-1180-5880-090-230	NPS - Wings	6,534.00
Wings Learning Center	02/23/2026	751644	01-6500-0-5760-1180-5899-090-230	NPS - Wings	194.75
Wings Learning Center Total					13,691.91
WONG, NATALIE Y	02/23/2026	751690	01-9010-0-1110-1000-4320-090-055	Helix Cup Eggs	176.51
WONG, NATALIE Y Total					176.51
WOO, LIA E	02/05/2026	748310	01-0000-0-0000-0000-8699-000-000	Reissue Chk# 296190	66.38
WOO, LIA E Total					66.38
XC Container LLC Xcaliber Container	02/17/2026	750511	01-8150-0-0000-8110-6410-090-741	Storage Container for Corp Yard	7,856.06
XC Container LLC Xcaliber Container Total					7,856.06
Xerox Business Solutions	02/26/2026	753242	01-0000-0-0000-7350-5600-090-717	Color/B&W Copy Charges	139.16
Xerox Business Solutions	02/26/2026	753242	01-0000-0-0000-7550-5600-090-718	Color/B&W Copy Charges	137.98
Xerox Business Solutions Total					277.14
Xerox Financial Services	02/23/2026	751669	01-0000-0-0000-7350-5600-090-717	Xerox Copier Lease - C405 / C60	21.62
Xerox Financial Services	02/23/2026	751669	01-0000-0-0000-7550-5600-090-718	Xerox Copier Lease - C405 / C60	485.81
Xerox Financial Services Total					507.43
Young Audiences Of Northern California	02/09/2026	748971	01-6770-0-1215-1000-5899-025-186	performance	1,700.00
Young Audiences Of Northern California	02/12/2026	749975	01-3010-0-1110-1000-5899-008-301	performances	2,183.00
Young Audiences Of Northern California Total					3,883.00
Youth Service Bureaus of the YMCA	02/17/2026	750493	01-6762-0-1110-1000-5899-090-384	Jan 26 services	40,476.93
Youth Service Bureaus of the YMCA Total					40,476.93
Yutaka Y. Rodriguez	02/26/2026	753269	01-9010-0-1110-1000-5899-032-322	Wrestling Referee	170.01
Yutaka Y. Rodriguez	02/26/2026	753269	01-9247-0-1202-1000-5899-032-322	Wrestling Referee	170.01
Yutaka Y. Rodriguez Total					340.02
			Fund 01	**Subtotal**	**$ 5,010,302.63**
AT&T	02/10/2026	749378	11-0000-0-4110-2700-5910-041-480	CALNET 3 - Charges Only	62.38
AT&T Total					62.38
California Water Service	02/10/2026	749362	11-0000-0-0000-8200-5530-041-760	utility	1,238.43
California Water Service Total					1,238.43
P G & E	02/03/2026	747627	11-0000-0-0000-8200-5510-041-760	utility	1,006.38
P G & E Total					1,006.38
PRASAD, SEEMAA S	02/09/2026	748960	11-6391-0-4110-2490-4322-041-481	PROFESSIONAL DAY LUNCH WASC	233.43
PRASAD, SEEMAA S Total					233.43
			Fund 11	**Subtotal**	**$ 2,540.62**

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
Albertsons/safeway Inc.	02/26/2026	753249	12-6105-0-8535-1000-4320-045-835	Open PO for Food Items (Parent Meetings)	96.54
Albertsons/safeway Inc.	02/26/2026	753249	12-9010-0-8533-1000-4320-045-833	Open PO for Food Items (Parent Meetings)	96.55
Albertsons/safeway Inc. Total					193.09
Amazon Capital Services	02/02/2026	747242	12-6105-0-8535-1000-4320-045-835	Classroom Supplies	53.88
Amazon Capital Services	02/02/2026	747242	12-9010-0-8533-1000-4320-045-833	Classroom Supplies	53.88
Amazon Capital Services	02/23/2026	751671	12-9010-0-8533-1000-4320-045-833	Parent Refreshments	106.34
Amazon Capital Services	02/25/2026	752948	12-9010-0-8533-1000-4320-045-833	Office Supplies	28.95
Amazon Capital Services	02/25/2026	752949	12-6105-0-8510-1000-4320-045-830		81.44
Amazon Capital Services	02/25/2026	752949	12-6105-0-8535-1000-4320-045-835		81.44
Amazon Capital Services	02/25/2026	752949	12-9010-0-8533-1000-4320-045-833		81.45
Amazon Capital Services	02/25/2026	752976	12-9010-0-8530-1000-4320-012-832	Supplies for Skyline DEDAP	194.17
Amazon Capital Services	02/25/2026	752991	12-9010-0-8530-1000-4320-002-832	Supplies	404.99
Amazon Capital Services	02/25/2026	752991	12-9010-0-8530-1000-4320-002-832	Supplies for Buri Buri	214.24
Amazon Capital Services Total					1,300.78
AT&T	02/10/2026	749378	12-6105-0-8510-2700-5910-045-830	CALNET 3 - Charges Only	62.38
AT&T Total					62.38
California Water Service	02/10/2026	749362	12-6105-0-8510-8200-5530-045-830	utility	55.74
California Water Service	02/10/2026	749362	12-6105-0-8535-8200-5530-045-835	utility	76.68
California Water Service	02/10/2026	749362	12-9010-0-8533-8200-5530-045-833	utility	76.68
California Water Service Total					209.10
Childcare Careers	02/02/2026	747235	12-6105-0-8535-1000-5899-045-835	Children's Center	3,228.93
Childcare Careers	02/02/2026	747235	12-9010-0-8533-1000-5899-045-833	Children's Center	3,228.92
Childcare Careers	02/02/2026	747235	12-9010-0-8533-1000-5899-045-833	Hillside Child Dev't Ctr.	6,745.50
Childcare Careers	02/03/2026	747625	12-6105-0-8535-1000-5899-045-835	Children's Center	92.00
Childcare Careers	02/03/2026	747625	12-9010-0-8533-1000-5899-045-833	Children's Center	92.00
Childcare Careers	02/12/2026	749953	12-6105-0-8535-1000-5899-045-835	Children's Center	672.13
Childcare Careers	02/12/2026	749953	12-9010-0-8533-1000-5899-045-833	Children's Center	672.12
Childcare Careers	02/12/2026	749953	12-9010-0-8533-1000-5899-045-833	Hillside Child Dev't Ctr.	1,602.00
Childcare Careers	02/25/2026	752961	12-6105-0-8535-1000-5899-045-835	Children's Center	1,319.62
Childcare Careers	02/25/2026	752961	12-9010-0-8533-1000-5899-045-833	Children's Center	1,319.63
Childcare Careers	02/25/2026	752961	12-9010-0-8533-1000-5899-045-833	Hillside Child Dev't Ctr	1,970.25
Childcare Careers	02/25/2026	752992	12-6105-0-8535-1000-5899-045-835	Children's Center	573.67
Childcare Careers	02/25/2026	752992	12-9010-0-8533-1000-5899-045-833	Children's Center	573.66
Childcare Careers	02/25/2026	752992	12-9010-0-8533-1000-5899-045-833	Hillside ChildDev't Ctr	2,972.00
Childcare Careers Total					25,062.43
CLAYBON, ERIC C	02/25/2026	752931	12-9010-0-8533-1000-4322-045-833	CPR Training	239.45
CLAYBON, ERIC C Total					239.45
FERRARI, LISA A	02/26/2026	753247	12-9010-0-8533-2495-4320-045-833	Gingerbread house kit	279.17
FERRARI, LISA A Total					279.17
Maria E. Verdin	02/10/2026	749381	12-6105-0-8535-1000-5801-045-835	consulting svcs	1,750.00
Maria E. Verdin	02/10/2026	749381	12-9010-0-8533-1000-5801-045-833	consulting svcs	1,750.00
Maria E. Verdin Total					3,500.00
ODP Business Solutions LLC	02/25/2026	752971	12-9010-0-8530-1000-4320-002-832	Supplies for H116	120.43
ODP Business Solutions LLC	02/25/2026	752971	12-9010-0-8530-1000-4320-045-832	3-Part Receipt Book	377.49
ODP Business Solutions LLC	02/25/2026	752971	12-9010-0-8533-1000-4320-045-833	Office Supplies	295.27
ODP Business Solutions LLC Total					793.19
P G & E	02/03/2026	747627	12-6105-0-8510-8200-5510-045-830	utility	984.79
P G & E	02/03/2026	747627	12-6105-0-8535-8200-5510-045-835	utility	1,914.31
P G & E	02/03/2026	747627	12-9010-0-8533-8200-5510-045-833	utility	1,914.31
P G & E Total					4,813.41
The Education Team	02/02/2026	747236	12-9010-0-8530-1000-5899-045-832	Buri Buri Child Dev't Ctr	7,516.80
The Education Team	02/02/2026	747236	12-9010-0-8530-1000-5899-045-832	Skyline ES	1,081.00
The Education Team	02/12/2026	749954	12-9010-0-8530-1000-5899-045-832	Buri Buri Child Dev't Ctr	6,864.88
The Education Team	02/12/2026	749954	12-9010-0-8530-1000-5899-045-832	Skyline ES	368.00
The Education Team	02/25/2026	752962	12-9010-0-8530-1000-5899-045-832	Buri Buri Child Dev't Ctr	3,508.15
The Education Team	02/25/2026	752993	12-9010-0-8530-1000-5899-045-832	Buri Buri Child Dev't Ctr	3,350.65
The Education Team Total					22,689.48
			Fund 12	**Subtotal**	**$ 59,142.48**
Advanced Integrated Pest Mgmt	02/05/2026	748260	13-5310-0-0000-3700-5807-090-820	Pest Control & Related Services 2025/2026	166.00
Advanced Integrated Pest Mgmt	02/09/2026	748962	13-5310-0-0000-3700-5807-090-820	Pest Control & Related Services 2025/2026	83.00
Advanced Integrated Pest Mgmt	02/10/2026	749367	13-5310-0-0000-3700-5807-090-820	Pest Control & Related Services 2025/2026	83.00
Advanced Integrated Pest Mgmt	02/25/2026	752973	13-5310-0-0000-3700-5807-090-820	Pest Control & Related Services 2025/2026	166.00
Advanced Integrated Pest Mgmt Total					498.00

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
AT&T	02/10/2026	749378	13-5310-0-0000-3700-5910-090-820	CALNET 3 - Charges Only	51.65
AT&T Total					51.65
Battery Systems Inc	02/05/2026	748261	13-5310-0-0000-3700-4320-090-820		669.79
Battery Systems Inc Total					669.79
Daylight Foods Inc	02/02/2026	747214	13-5310-0-0000-3700-4700-090-820	Food Products	64.40
Daylight Foods Inc	02/05/2026	748262	13-5310-0-0000-3700-4700-090-820	Food Products	8,636.92
Daylight Foods Inc	02/25/2026	752974	13-5310-0-0000-3700-4700-090-820	Food Products	13,759.07
Daylight Foods Inc Total					22,460.39
Department Of Social Services Attn Cashier MS 9-3-67	02/25/2026	752933	13-5320-0-0000-0000-8227-090-820	Nutrition Repayment	391.86
Department Of Social Services Attn Cashier MS 9-3-67 Total					391.86
Department Of Social Services MS 9-3-67	02/09/2026	748956	13-5320-0-0000-0000-8227-090-820	SL23529 CHILD NUTRITION CCFP CLAIM SCHEDULE#2560001	391.86
Department Of Social Services MS 9-3-67 Total					391.86
Gold Star Foods	02/02/2026	747219	13-5310-0-0000-3700-4700-090-820	Food Products	6,913.33
Gold Star Foods	02/05/2026	748263	13-5310-0-0000-3700-4700-090-820	Food Products	13,022.18
Gold Star Foods	02/25/2026	752975	13-5310-0-0000-3700-4700-090-820	Food Products	4,879.15
Gold Star Foods Total					24,814.66
Individual FoodService	02/03/2026	747620	13-5310-0-0000-3700-4340-090-820	Open PO - Supplies	2,482.22
Individual FoodService	02/25/2026	752972	13-5310-0-0000-3700-4340-090-820	Open PO - Supplies	3,030.18
Individual FoodService Total					5,512.40
MOONCHEF LLC	02/05/2026	748250	13-5310-0-0000-3700-5801-090-820	meals	201,694.95
MOONCHEF LLC	02/25/2026	752985	13-5310-0-0000-3700-5801-090-820	Vended Meals during Kitchen Renovation '25-'26	226,956.05
MOONCHEF LLC Total					428,651.00
ODP Business Solutions LLC	02/25/2026	752986	13-5310-0-0000-3700-4320-090-820	Office Supplies for Food Services in 2025-2026	622.77
ODP Business Solutions LLC Total					622.77
Producers Dairy Foods Inc.	02/03/2026	747621	13-5310-0-0000-3700-4700-090-820	Milk & Dairy Purchases	3,681.53
Producers Dairy Foods Inc.	02/05/2026	748247	13-5310-0-0000-3700-4700-090-820	Milk & Dairy Purchases	254.44
Producers Dairy Foods Inc.	02/05/2026	748312	13-5310-0-0000-3700-4700-090-820	Food	6,169.54
Producers Dairy Foods Inc.	02/09/2026	748936	13-5310-0-0000-3700-4700-090-820	Food	14.95
Producers Dairy Foods Inc.	02/25/2026	752987	13-5310-0-0000-3700-4700-090-820	Milk & Dairy Purchases	13,913.85
Producers Dairy Foods Inc. Total					24,034.31
Sysco Food Services of SF	02/03/2026	747622	13-5310-0-0000-3700-4340-090-820	Food Purchases	511.99
Sysco Food Services of SF	02/03/2026	747622	13-5310-0-0000-3700-4700-090-820	Food Purchases	1,014.15
Sysco Food Services of SF	02/05/2026	748313	13-5310-0-0000-3700-4700-090-820	Food Purchases	1,082.94
Sysco Food Services of SF	02/25/2026	752988	13-5310-0-0000-3700-4700-090-820	Food Purchases	688.90
Sysco Food Services of SF Total					3,297.98
T-mobile	02/02/2026	747240	13-5310-0-0000-3700-5910-090-820	cell/emergency phones/hotspots	61.67
T-mobile Total					61.67
Wells Fargo Elite Card Payment Center	02/17/2026	750507	13-5310-0-0000-3700-4420-090-820	single sneeze guard	655.31
Wells Fargo Elite Card Payment Center Total					655.31
			Fund 13	**Subtotal**	**$ 512,113.65**
ALLIED STORAGE CONTAINERS INC	02/10/2026	749356	21-9010-0-0000-8500-5600-032-926	Container Rentals - ECHS Cntrl. Kitch. & Cafeteria	307.65
ALLIED STORAGE CONTAINERS INC	02/10/2026	749356	21-9010-0-0000-8500-5600-098-926	Container Rentals - ECHS Cntrl. Kitch. & Cafeteria	109.88
ALLIED STORAGE CONTAINERS INC	02/12/2026	749945	21-9010-0-0000-8500-5600-032-926	Container Rentals - ECHS Cntrl. Kitch. & Cafeteria	109.88
ALLIED STORAGE CONTAINERS INC	02/12/2026	749945	21-9010-0-0000-8500-5600-098-926	Container Rentals - ECHS Cntrl. Kitch. & Cafeteria	307.65
ALLIED STORAGE CONTAINERS INC Total					835.06
Atlas Technical Consultants LLC	02/03/2026	747623	21-9010-0-0000-8500-6255-025-960	Geotechnical Services at Westborough MS	6,645.00
Atlas Technical Consultants LLC	02/10/2026	749368	21-9010-0-0000-8500-6255-025-960	Geotechnical Services at Westborough MS	10,018.75
Atlas Technical Consultants LLC Total					16,663.75
California Newspaper Partnership	02/19/2026	751139	21-9010-0-0000-8500-5811-090-902	Open PO - Advertising	404.24
California Newspaper Partnership Total					404.24
CAW Architects Inc	02/03/2026	747624	21-9010-0-0000-8500-6210-033-743	Assessment Svs for SSFHS Modernization Project	18,720.95
CAW Architects Inc Total					18,720.95
CORNERSTONE EARTH GROUP INC	02/09/2026	748963	21-9010-0-0000-8500-6255-009-743	Geotechnical Services for MVES	10,220.00
CORNERSTONE EARTH GROUP INC	02/09/2026	748963	21-9010-0-0000-8500-6255-032-743	Geological Hazard Evaluation Services for ECHS	37,945.00
CORNERSTONE EARTH GROUP INC	02/10/2026	749369	21-9010-0-0000-8500-6255-032-743	Geological Hazard Evaluation Services for ECHS	20,440.00
CORNERSTONE EARTH GROUP INC	02/25/2026	752925	21-9010-0-0000-8500-6255-009-743	Geotechnical Services for MVES	21,895.00
CORNERSTONE EARTH GROUP INC Total					90,500.00
DODGE CONSTRUCTION NETWORK LLC Dodge Data & Analytics	02/26/2026	753232	21-9010-0-0000-8500-5811-090-902	Open PO - Advertising	300.00
DODGE CONSTRUCTION NETWORK LLC Dodge Data & Analytics Total					300.00
EICHLER ASSOCIATES INC.	02/09/2026	748938	21-9010-0-0000-8500-6290-032-926	Commissioning Services-ECHS Central Kitchen & Cafe	3,115.00
EICHLER ASSOCIATES INC.	02/09/2026	748938	21-9010-0-0000-8500-6290-098-926	Commissioning Services-ECHS Central Kitchen & Cafe	3,545.00
EICHLER ASSOCIATES INC. Total					6,660.00
FIVE STAR BANK	02/10/2026	749370	21-9010-0-0000-8500-6270-025-960	Escrow ACCT for McGuire and Hester	33,778.59

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
FIVE STAR BANK Total					33,778.59
Hohbach-lewin Inc	02/10/2026	749357	21-9010-0-0000-8500-6140-032-743	Topographic Services for ECHS	49,800.00
Hohbach-lewin Inc	02/26/2026	753233	21-9010-0-0000-8500-6140-009-743	Topographic Services for MVES	29,625.00
Hohbach-lewin Inc Total					79,425.00
ISI Inspection Services Inc.	02/25/2026	752970	21-9010-0-0000-8500-6273-098-926	Inspection Svcs for the ECHS Central & WMS Field	14,266.89
ISI Inspection Services Inc. Total					14,266.89
KITCHELL CORPORATION DBA Kitchell/CEM Inc.	02/25/2026	752926	21-9010-0-0000-8500-6205-098-900	Kitchell-CEM Inc. - Project Management Agreement	101,039.00
KITCHELL CORPORATION DBA Kitchell/CEM Inc.	02/25/2026	752926	21-9010-0-0000-8500-6272-025-960	Kitchell-CEM Inc. - Project Management Agreement	23,526.50
KITCHELL CORPORATION DBA Kitchell/CEM Inc.	02/25/2026	752926	21-9010-0-0000-8500-6272-032-926	Kitchell-CEM Inc. - Project Management Agreement	18,572.00
KITCHELL CORPORATION DBA Kitchell/CEM Inc.	02/25/2026	752926	21-9010-0-0000-8500-6272-098-926	Kitchell-CEM Inc. - Project Management Agreement	18,309.50
KITCHELL CORPORATION DBA Kitchell/CEM Inc. Total					161,447.00
MCGUIRE AND HESTER	02/10/2026	749371	21-9010-0-0000-8500-6270-025-960	Field & Pavement Improvements Project at WMS	641,793.15
MCGUIRE AND HESTER Total					641,793.15
Noll & Tam Architects	02/05/2026	748251	21-9010-0-0000-8500-6210-014-743	Architectural Services for Sunshine Gardens	87,367.36
Noll & Tam Architects	02/23/2026	751652	21-9010-0-0000-8500-6210-014-743	Architectural Services for Sunshine Gardens	87,367.36
Noll & Tam Architects Total					174,734.72
PINELLI CONSTRUCTION INSPECTION INC.	02/09/2026	748943	21-9010-0-0000-8500-6290-025-960	Inspector Record Services	4,160.00
PINELLI CONSTRUCTION INSPECTION INC.	02/09/2026	748943	21-9010-0-0000-8500-6290-032-926	Inspector Record Services	2,340.00
PINELLI CONSTRUCTION INSPECTION INC.	02/10/2026	749358	21-9010-0-0000-8500-6290-098-926	Inspector Record Services	7,020.00
PINELLI CONSTRUCTION INSPECTION INC. Total					13,520.00
Procore Technologies Inc.	02/10/2026	749359	21-9010-0-0000-8200-5813-098-900	Project Management Software	82,820.71
Procore Technologies Inc. Total					82,820.71
Rozzi's Reproduction & Supply	02/05/2026	748259	21-9010-0-0000-8500-6260-098-902	Open PO - Bond Document Solution	88.72
Rozzi's Reproduction & Supply Total					88.72
Sertior	02/10/2026	749372	21-9010-0-0000-8500-6250-014-743	CEQA for Sunshine Gardens ES	5,791.74
Sertior Total					5,791.74
T-mobile	02/02/2026	747240	21-9010-0-0000-8200-5910-090-902	cell/emergency phones/hotspots	51.56
T-mobile Total					51.56
Verde Design Inc.	02/25/2026	752927	21-9010-0-0000-8500-6210-025-960	Landscape Services at Westborough MS	2,452.18
Verde Design Inc. Total					2,452.18
Wells Fargo Vendor Fin Serv	02/02/2026	747211	21-9010-0-0000-8200-5600-098-902	Lease Agreement for Bond Copier	122.32
Wells Fargo Vendor Fin Serv Total					122.32
			Fund 21	**Subtotal**	**$ 1,344,376.58**
BKF Engineers	02/05/2026	748264	25-0000-0-0000-8500-6210-009-921	project# C20251803-50	7,300.00
BKF Engineers Total					7,300.00
School Facility Consultants	02/25/2026	752981	25-0000-0-0000-8100-5899-090-717	Consultant Services	231.25
School Facility Consultants Total					231.25
			Fund 25	**Subtotal**	**$ 7,531.25**
19six Architects	02/10/2026	749380	40-9010-0-0000-8500-6210-033-946	Project No. 024411.01	1,852.50
19six Architects Total					1,852.50
CAW Architects Inc	02/02/2026	747222	40-9010-0-0000-8500-6210-090-940	D.O. ACCESS IMPROVEMENTS	800.00
CAW Architects Inc Total					800.00
CIS Inc	02/12/2026	749946	40-9010-0-0000-8500-6290-090-940	Project - District Office ADA	980.00
CIS Inc	02/25/2026	752960	40-9010-0-0000-8500-6290-090-940	Project - Distriict Office ADA	1,260.00
CIS Inc Total					2,240.00
Department Of General Services office Of Fiscal Services	02/10/2026	749351	40-9010-0-0000-8500-6230-090-972	DSA Reopen Fee for Parkway Legacy Project	500.00
Department Of General Services office Of Fiscal Services Total					500.00
Hibser Yamauchi Architects Inc	02/09/2026	748937	40-9010-0-0000-8500-6170-012-945	PROJECT # 6241.000	1,637.60
Hibser Yamauchi Architects Inc Total					1,637.60
Ninyo & Moore Geotechnical and Environmental Sciences	02/19/2026	751149	40-9010-0-0000-8500-6290-090-940	Project NO. 404858003	5,360.00
Ninyo & Moore Geotechnical and Environmental Sciences Total					5,360.00
Project Support Services Inc.	02/10/2026	749360	40-9010-0-0000-8110-5899-090-902	DSA Close-Out Services	7,848.75
Project Support Services Inc. Total					7,848.75
Underwood & Rosenblum Inc	02/12/2026	749951	40-9010-0-0000-8500-6100-021-931	Project j25033 Storm Drain Replmnt	2,250.00
Underwood & Rosenblum Inc Total					2,250.00
ZONE 4 CONSTRUCTION INC.	02/12/2026	749952	40-9010-0-0000-8500-6270-022-946	Project Pwy MS bldg D Retenion	20,483.55
ZONE 4 CONSTRUCTION INC. Total					20,483.55
			Fund 40	**Subtotal**	**$ 42,972.40**
Grand Total					**$ 6,978,979.61**

Description/ Vendor Name	Effective Date	Warrant/ EFT #	Fu-Rs-Y-Goal-Func-Obj-Sch-Mgmt	Invoice Comment	Amount
WARRANTS BY FUND SUMMARY					
		01	GENERAL FUND		5,010,302.63
		11	ADULT EDUCATION FUND		2,540.62
		12	CHILD DEVELOPMENT FUND		59,142.48
		13	NUTRITION SERVICES FUND		512,113.65
		14	DEFERRED MAINTENANCE		-
		21	BUILIDING FUND (BOND)		1,344,376.58
		25	CAPITAL FACILITES FUND		7,531.25
		40	SPECIAL RESERVE FUND		42,972.40
		73	FOUNDATION TRUST FUND		-
TOTAL WARRANT REGISTER					**$ 6,978,979.61**

SCHOOLS BY SITE CODE	
000	UNDEFINED
002	BURI-BURI
004	COMMUNITY DAY SCHOOL
005	HILLSIDE
006	JUNIPERO SERRA
007	LOS CERRITOS
008	MARTIN
009	MONTE VERDE
010	PONDEROSA
011	SERRA VISTA
012	SKYLINE
013	SPRUCE
014	SUNSHINE GARDENS
016	ALL SOULS
018	ST. VERONICA
021	ALTA LOMA
022	PARKWAY HEIGHTS
025	WESTBOROUGH
031	BADEN
032	EL CAMINO
033	SOUTH SAN FRANCISCO
041	ADULT SCHOOL
045	CHILDREN'S CENTER
047	FOXRIDGE
090	DISTRICT OFFICE
098	DISTRICT WIDE

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent - Business Services

DATE: April 9, 2026

RE: Cash Receipts Summary – February 1 to February 28, 2026

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered System
☒ **N/A:** Not Applicable

BACKGROUND:

The attached list is a Cash Receipts Summary Report for the period of February 1 to February 28, 2026. The report is shown by Fund.

FISCAL IMPLICATIONS:

The Cash Receipts Summary Report represents revenues received by the District for the period of February 1 to February 28, 2026.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the attached Cash Receipts Summary Report.

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 01 GENERAL FUND					
Revenue					
8011	REV LIMIT ST AID CURR YR	3,356,626.00	2,148,239.00	1,208,387.00	0.4
8012	EPA ENTITLEMENT	1,488,676.00	737,473.00	751,203.00	0.5
8019	REV LIMIT ST AID PRI YRS	-	-	-	1.0
8021	HOMEOWNERS' EXEMPTION	367,579.00	184,811.26	182,767.74	0.5
8029	OTHR SUBVENT/IN-LIEU TAX	5,594.00	-	5,594.00	1.0
8041	SECURED ROLLS TAX	103,583,363.00	61,964,857.26	41,618,505.74	0.4
8042	UNSECURED ROLL TAXES	5,641,846.00	5,754,100.17	(112,254.17)	-
8043	PRIOR YEARS' TAXES	242,999.00	243,135.99	(136.99)	-
8047	COMM REDEVLPMNT FUNDS	41,361,682.00	24,154,039.46	17,207,642.54	0.4
8091	REVENUE LIMIT TRANSFERS	(2,342,944.00)	-	(2,342,944.00)	1.0
8096	TRSF-CHARTER SCH/LIEU-PROP TAX	(132,782.00)	(79,348.00)	(53,434.00)	0.4
8097	PROPERTY TAXES TRANSFERS	6,500,140.30	3,577,037.54	2,923,102.76	0.4
8181	SP ED ENTITL PER UDC	1,826,412.69	-	1,826,412.69	1.0
8182	SP ED DISCRETNARY GRANTS	159,840.98	-	159,840.98	1.0
8285	INTAGENCY CONTR BETW LEAS	19,224.00	-	19,224.00	1.0
8290	ALL OTHER FEDERAL REVENUE	2,944,084.13	804,062.56	2,140,021.57	0.7
8319	OTHER ST APPORTNMNT-PR YR	21,734.00	197,134.90	(175,400.90)	-
8550	MANDATED COST REIMBURSE	369,206.46	369,206.00	0.46	0.0
8560	STATE LOTTERY REVENUE	2,068,113.00	582,067.04	1,486,045.96	0.7
8590	ALL OTHER STATE REVENUES	16,364,036.00	7,952,672.86	8,411,363.14	0.5
8625	COM REDEVEL FUND NOT SUBJ	4,923,591.00	2,393,648.72	2,529,942.28	0.5
8631	SALE OF EQUIP & SUPPLIES	11,600.00	35,118.00	(23,518.00)	-
8650	LEASES AND RENTALS	830,879.24	584,182.48	246,696.76	0.3
8660	INTEREST/FY21 INTEREST INCOME	2,148,543.60	1,198,543.69	949,999.91	0.4
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
8699	ALL OTHER LOCAL REVENUE	1,794,007.72	1,478,430.15	315,577.57	0.2
8919	OTH AUTH INTRFND XFERS IN	13,301.00	-	13,301.00	1.0
8974	PROCEEDS FRM SBITAS	-	200,073.55	(200,073.55)	1.0
8980	CONTRIB FROM UNRESTR REV	-	-	-	1.0
Total Revenue		193,567,353.12	114,479,485.63	79,087,867.49	
Total Fund 01 GENERAL FUND		193,567,353.12	114,479,485.63	79,087,867.49	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 11 ADULT EDUCATION FUND					
Revenue					
8290	ALL OTHER FEDERAL REVENUE	161,989.00	-	161,989.00	1.0
8590	ALL OTHER STATE REVENUES	1,388,948.00	925,964.00	462,984.00	0.3
8631	SALE OF EQUIP & SUPPLIES	300.00	-	300.00	1.0
8660	INTEREST/FY21 INTEREST INCOME	58,889.25	36,877.43	22,011.82	0.4
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
8671	ADULT EDUCATION FEES	2,940.00	-	2,940.00	1.0
8699	ALL OTHER LOCAL REVENUE	25,800.00	-	25,800.00	1.0
Total Revenue		1,638,866.25	962,841.43	676,024.82	
Total Fund 11 ADULT EDUCATION FUND		1,638,866.25	962,841.43	676,024.82	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 12 CHILD DEVELOPMENT FUND					
Revenue					
8290	ALL OTHER FEDERAL REVENUE	287,865.32	156,005.57	131,859.75	0.5
8590	ALL OTHER STATE REVENUES	2,755,772.00	1,928,401.02	827,370.98	0.3
8660	INTEREST/FY21 INTEREST INCOME	64,450.00	45,775.06	18,674.94	0.3
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
8673	CHILDREN'S CENTERS FEES	1,086.26	1,099.47	(13.21)	-
8689	ALL OTHR FEES & CONTRACTS	400,715.00	145,869.30	254,845.70	0.6
8699	ALL OTHER LOCAL REVENUE	1,501,277.52	199,831.75	1,301,445.77	0.9
8911	FROM GENERAL TO CHILD DEV	112,296.29	-	112,296.29	1.0
8990	CONTRIB FROM RESTR REV	-	-	-	1.0
Total Revenue		5,123,462.39	2,476,982.17	2,646,480.22	
Total Fund 12 CHILD DEVELOPMENT FUND		5,123,462.39	2,476,982.17	2,646,480.22	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 13 CAFETERIA FUND					
Revenue					
8222	CHILD NUTRITION-FEDERAL REIMB	1,733,880.96	682,933.63	1,050,947.33	0.6
8227	FED.REIMB.-CHILD CARE	85,448.80	41,456.59	43,992.21	0.5
8522	CHILD NUTRITION-STATE REIMB	2,958,256.00	1,191,390.80	1,766,865.20	0.6
8523	STATE REIMB.-CHILD CARE	14,000.00	1,208.05	12,791.95	0.9
8634	CHILD NUTRITION-DAILY SALES	81,667.00	17,070.86	64,596.14	0.8
8637	CHILD NUTRITION-STDNT CATERING	160,000.00	21,418.14	138,581.86	0.9
8638	CHILD NUTRITION-ADULT CATERING	297.00	80.71	216.29	0.7
8660	INTEREST/FY21 INTEREST INCOME	60,000.00	26,100.25	33,899.75	0.6
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
Total Revenue		5,093,549.76	1,981,659.03	3,111,890.73	
Total Fund 13 CAFETERIA FUND		5,093,549.76	1,981,659.03	3,111,890.73	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 14 DEFERRED MAINTENANCE FUND					
Revenue					
8091	REVENUE LIMIT TRANSFERS	2,342,944.00	-	2,342,944.00	1.0
8660	INTEREST/FY21 INTEREST INCOME	524,000.00	272,791.32	251,208.68	0.5
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
Total Revenue		2,866,944.00	272,791.32	2,594,152.68	
Total Fund 14 DEFERRED MAINTENANCE FUND		2,866,944.00	272,791.32	2,594,152.68	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 17 SP RESRV FD(OT CPTL OTLY PROJ)					
Revenue					
8660	INTEREST/FY21 INTEREST INCOME	670,000.00	349,259.01	320,740.99	0.5
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
Total Revenue		670,000.00	349,259.01	320,740.99	
Total Fund 17 SP RESRV FD(OT CPTL OTLY PROJ		670,000.00	349,259.01	320,740.99	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 21 BUILDING FUND					
Revenue					
8660	INTEREST/FY21 INTEREST INCOME	4,350,000.00	3,077,734.46	1,272,265.54	0.3
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
8951	PROCEEDS FRM SALE OF BOND	-	-	-	1.0
Total Revenue		4,350,000.00	3,077,734.46	1,272,265.54	
Total Fund 21 BUILDING FUND		4,350,000.00	3,077,734.46	1,272,265.54	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 25 CAPITAL FACILITIES FUND					
Revenue					
8660	INTEREST/FY21 INTEREST INCOME	350,000.00	224,570.76	125,429.24	0.4
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
8681	MITIGATION/DEVELOPER FEES	550,000.00	130,389.74	419,610.26	0.8
Total Revenue		900,000.00	354,960.50	545,039.50	
Total Fund 25 CAPITAL FACILITIES FUND		900,000.00	354,960.50	545,039.50	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 35 CO SCHOOL FACILITIES FUND					
Revenue					
8660	INTEREST/FY21 INTEREST INCOME	2.00	0.68	1.32	0.7
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
Total Revenue		2.00	0.68	1.32	
Total Fund 35 CO SCHOOL FACILITIES FUND		2.00	0.68	1.32	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 40 SPECIAL RESERVE FUND CAP					
Revenue					
8660	INTEREST/FY21 INTEREST INCOME	90,000.00	75,717.75	14,282.25	0.2
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
8912	BTW GENERAL & SP RESERVE	4,923,591.00	-	4,923,591.00	1.0
Total Revenue		5,013,591.00	75,717.75	4,937,873.25	
Total Fund 40 SPECIAL RESERVE FUND CAP		5,013,591.00	75,717.75	4,937,873.25	

SAN MATEO COUNTY OFFICE OF EDUCATION
40 - South San Francisco Unified School District
Budget Summary Report - Summary (From: 02/01/2026 To: 02/28/2026)
Board Cash Receipts Monthly Report

Object	Object Description	Revised Budget	Current Activity	Account Balance	% Remaining
Fund 73 FOUNDATION TRUST FUND					
Revenue					
8660	INTEREST/FY21 INTEREST INCOME	14,000.00	12,607.47	1,392.53	0.1
8662	GAINS/LOSSES ON INVSTMNTS	-	-	-	1.0
8699	ALL OTHER LOCAL REVENUE	150.00	-	150.00	1.0
Total Revenue		14,150.00	12,607.47	1,542.53	
Total Fund 73 FOUNDATION TRUST FUND		14,150.00	12,607.47	1,542.53	

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 9, 2026

RE: Acceptance of Gifts

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The District has received the attached list of cash and in-kind gifts during the month of March 2026.

FISCAL IMPLICATIONS:

The gifts will benefit the District Office or school sites that have been requested by the donors.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees accepts the gifts on behalf of the District.

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT – ACCEPTANCE OF GIFTS FOR MARCH 2026.

It is recommended that the South San Francisco Unified School District Board of Trustees accept the following gifts for the District:

$1,114.55 from Shutterfly LLC to Westborough Middle School in support of academic excellence.

$50 from Mr. and Mrs. Martin Tamayo to El Camino High School in support of academic excellence, for use under the principal's discretion.

$7,722 from the Original Get Movin' Crew to Ponderosa Elementary School in support of student and school needs.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 9, 2026

RE: Acceptance of 2025-26 Fundraisers

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

Each year, the Board of Trustees approves all fundraisers to be held on behalf of the schools and students of the District.

The following fundraisers are being submitted for approval:

Spruce Elementary School

Lead Team	Starbread Sale – Selling Señorita bread to raise funds in support of the 5th grade promotion to middle school. Commencing April 16, 2026.

FISCAL IMPLICATIONS:

All funds from approved fundraisers are accounted for in the School Site Associated Student Body (ASB).

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the fundraisers listed above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services

DATE: April 9, 2026

RE: Professional Services Agreements Under $25,000

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

The following Professional Service Agreements are being submitted for approval:

District Office – Business Services

$2,500	J&C 1st Fire Protection, Inc. - Providing fire hydrant flow testing at 3 hydrants at El Camino HS for the modernization project to comply with state local laws & regulations, California fire codes NFPA 291. Commencing April 2026.
Not to Exceed $25,000	Philip Davis, School Business and Administration Consultant – Providing ongoing financial support for District operations within Frontline ERP, including system configuration review, reporting, and process guidance as directed by District staff. Commencing March 1, 2026.
Not to Exceed $25,000	Cumming Group - Providing construction management services for HVAC and facility improvement projects at South San Francisco High School and Skyline Elementary School. Services include on-site project oversight, schedule and budget monitoring, coordination of construction activities, and facilitation of project documentation, quality

	assurance, and close-out processes. These services support the timely and efficient delivery of projects while minimizing disruption to active school campuses. Commencing March 2026 to June 30, 2026.
$23,488	Cumming Group - Providing preconstruction and project management support for Transitional Kindergarten (TK) classroom projects at Junipero Serra and Monte Verde Elementary Schools, including constructability review of DSA-approved plans. Services include review of plans and specifications, coordination of design disciplines, and procurement-phase project management to support efficient project delivery. Additional support may be provided for other DSA-related projects as requested by the District. Commencing March 2026.

District Office – Teaching & Learning

Not to Exceed $10,000	Evaluator for Special Education Student - Request for approval to engage an independent evaluator to provide Occupational Therapy (OT) assessment services for a Special Education student, including evaluation of motor development and participation in the IEP meeting to present findings. Services will support the District in meeting assessment and reporting requirements for special education. Approval is contingent upon submission of required documentation, including vendor identification, qualifications and credentials, and fee structure. The proposed individual must meet all applicable licensing requirements and comply with IRS independent contractor guidelines, including confirmation that they are not a current District employee, and all services must align with District policies prior to engagement. The above information is being verified by staff. Commencing April 9, 2026 to June 30, 2026.

Alta Loma Middle School

$0	KTTN Initiatives - Hosting a one-day “Drone Builders Day” enrichment program by KTTN Initiatives, providing hands-on experience in drone assembly and flight. The program includes drone kits, structured instruction, mentorship from

	engineering professionals, and technical equipment, supporting learning in flight physics, electronics, and problem-solving. Commencing April 2026.

Parkway Heights Middle School

$0	KTTN Initiatives - Providing a one-day “Drone Builders Day” enrichment program by KTTN Initiatives, offering hands-on drone building and flight experience for approximately 20–25 students. Services include drone kits, instructional curriculum, mentorship from engineering professionals, and technical equipment. The program builds foundational knowledge in flight physics, electronics, and problem-solving skills. Commencing April 2026.

Martin Elementary School

$2,197	BMX Freestyle – Providing a 40-minute BMX bike assembly demonstration led by two professional riders. The presentation includes live assembly and interactive engagement to showcase bike mechanics and riding techniques. Commencing May 4, 2026.

FISCAL IMPLICATIONS:

Listed above

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the professional services agreements as presented.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director – Facilities & Safety

DATE: April 9, 2026

RE: Public Hearing on Energy Services Agreement with Opterra Energy Services, LLC for the Energy Conservation Lighting Modernization Project at South San Francisco High School

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

Per California Government Code Section 4217.12(a)(1), school districts are authorized to enter into an energy services contract with respect to an energy conservation facility if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the district for the alternative energy project will be less than the anticipated marginal cost to the district of electrical energy that would have been consumed by the district in the absence of such energy project.

To increase energy efficiency and save utility and maintenance costs in the long-term, South San Francisco Unified School District would like to enter into an energy services agreement with Opterra Energy Services to perform the Energy Conservation Project at South San Francisco High School. This project is intended to improve energy efficiency, reduce utility costs, and modernize existing lighting systems within the auditorium and gymnasium.

In accordance with Government Code section 4217.12, the District posted the notice of a public hearing at least 14 days in advance. Based on all available information, the cost of

the Energy Conservation Project contemplated by the Design and Installation Agreement with the Contractor will not exceed the amount of $726,026 and that it is in the best interests of the District to enter into the Design and Installation Agreement with the Contractor.

The purpose of this hearing is to receive public input regarding the proposed energy services agreement prior to Board consideration of the associated resolution and agreement.

FISCAL IMPLICATIONS:

There is no fiscal impact associated with conducting the public hearing. The proposed contract amount and associated cost savings will be presented under a separate action item.

RECOMMENDATION:

Information/Discussion item only.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Resolution #26-19

EARTH DAY, APRIL 22, 2026

WHEREAS, the first Earth Day was celebrated on April 22, 1970, inspiring millions of people worldwide to advocate for environmental protection and the responsible stewardship of the planet; and

WHEREAS, the 2026 Earth Day theme, **"Our Power, Our Planet,"** highlights the important role that communities, educators, workers, and families play in protecting the environment and advancing sustainability through everyday actions; and

WHEREAS, Earth Day encourages individuals, schools, and communities to raise awareness of environmental challenges and promote actions that protect the air, water, soil, and natural resources of our planet; and

WHEREAS, schools play an important role in educating students about environmental responsibility and empowering them to become thoughtful stewards of their communities, the Earth, and its resources; and

WHEREAS, El Camino High School's Ecology Club works to educate students on the importance of environmental conservation by focusing on the unique ecosystems of El Camino High School, the Bay Area, and California; and

WHEREAS, South San Francisco High School's Earth Club has created an outdoor learning space with gardens, manages the school's recycling program, participates in community clean-up efforts, and promotes environmental awareness among students; and

WHEREAS, district staff and several SSFUSD schools support campus beautification, gardening initiatives, recycling programs, and waste reduction efforts that promote environmental sustainability; and

WHEREAS, Earth Day provides an opportunity for students, educators, and community members to reflect on the importance of protecting the environment for future generations.

NOW, THEREFORE, BE IT RESOLVED that the South San Francisco Unified School District Board of Trustees hereby recognizes Earth Day on April 22, 2026, and encourages students, staff, and the community to promote environmental stewardship, conservation, and sustainability.

REGULARLY PASSED AND ADOPTED this 9th day of April, 2026.

AYES in Favor of Said Resolution

_____ ATTEST:

_____ _____

Secretary/Clerk of the Board

_____

_____

_____ Superintendent of Schools

_____

TO THE BOARD OF TRUSTEES FROM THE SUPERINTENDENT

It is recommended that the Board of Trustees adopt the following Retirement Resolutions honoring District employees:

Resolution No.	Name	Position	Years of Service
26-20	Sakuntala Samy	Paraprofessional II – South San Francisco High School	10 years, 3 months, 4 days
26-21	Judith Woolley	Paraprofessional II – Sunshine Gardens Elementary School	18 years, 7 months, 8 days
26-22	Teresa Garcia	Paraprofessional I – Martin Elementary School	23 years, 8 months, 27 days
26-23	Jorge Silva	Custodian I – Parkway Heights Middle School	34 years, 4 months, 22 days
26-24	Beth Resch	Paraprofessional I – Alta Loma Middle School	3 years, 8 months, 17 days
26-25	Marcie Mitchell	Librarian – South San Francisco High School	26 years, 8 months, 14 days
26-26	Kelly Hoover	Teacher – South San Francisco High School	21 years, 9 months, 9 days
26-27	Rizalinda Cansanay	Paraprofessional II – South San Francisco High School	10 years, 11 months, 9 days
26-28	Maria Mendez	Nutrition Services Assistant I – El Camino High School	16 years, 8 months, 16 days
26-29	Trinidad Arrieta	IT Specialist II – District Office	21 years, 5 months, 30 days
26-30	Maria Barcelata-Long	School Community Liaison – Children's Center	18 years, 2 months, 16 days
26-31	Maria Contreras	School Support Secretary I – South San Francisco High School	29 years, 3 months, 29 days
26-32	Otilio Maurezzutt	Teacher – El Camino High School	6 years, 9 months, 21 days
26-33	Douglas Torres	Teacher – El Camino High School	28 years, 8 months, 24 days
26-34	Pamela Tindall	Teacher – Alta Loma Middle School	3 years, 10 months, 1 day
26-35	Stephen Teillon	Teacher – Skyline Elementary School	21 years, 9 months, 2 days
26-36	Luisa Devera	Teacher – Skyline Elementary School	28 years, 10 months, 6 days
26-37	Maria Solano	Paraprofessional II – Special Education	15 years, 10 months, 6 days
26-38	Michael Ayala	Skilled Maintenance Worker – District Office	7 years, 16 days
26-39	Waziuddin Chowdhury	Director of Facilities and Safety – District Office	4 years, 7 months, 24 days

Resolution No.	Name	Position	Years of Service
26-40	Lisa Schechter	District Behaviorist – District Office	5 years, 8 months, 19 days
26-41	Lisa Tucker	Registrar – South San Francisco High School	20 years, 9 months, 25 days
26-42	Brigid Crilly	Paraprofessional II – Ponderosa Elementary School	24 years, 9 months
26-43	Sixto Cabangal	Custodian I – Westborough Middle School	10 years, 11 months, 8 days
26-44	Lori Hartwick	Teacher – Junipero Serra Elementary School	27 years, 9 months, 5 days
26-45	Robert Houle	Teacher – Skyline Elementary School	30 years, 5 months, 12 days

REGULARLY PASSED AND ADOPTED this 9th day of April 2026.

AYES in Favor of Said Resolution

_____ ATTEST:

_____ _____
Secretary/Clerk of the Board

_____

_____ _____
Superintendent of Schools

_____

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent, Teaching & Learning

DATE: April 9, 2026

RE: Local Control Funding Formula (LCFF) - Supplemental Funded Positions for the 2026-27 School Year

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ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☒ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

In the 2026-27 school year, SSFUSD will continue to spend its LCFF Supplemental funds on actions and services directed towards our unduplicated student groups, to offer robust programming that supports exceptional instruction for English learners, low-income students and foster youth. The staffing chart below indicates a list of positions that are proposed for the 2026-27 school year.

Funding Source	Type	Position	FTE	Total Cost
ELOP Grant	Districtwide	COORDINATOR ELOP	1	$205,319.00
Genentech Grant	Districtwide	TEA TOSA SCIENCE (HIGH SCHOOL)	0.6	$105,231.00
Genentech Grant	Districtwide	TEA TOSA SCIENCE (MIDDLE SCHOOL)	1	$166,681.00
K-12 Strong Workforce Program	Districtwide	COORDINATOR CTE	0.5	$110,513.00
LCFF Supplemental	Districtwide	COORDINATOR CTE	0.4	$92,985.00
LCFF Supplemental	Districtwide	COORDINATOR MTSS	1	$240,551.00
LCFF Supplemental	Districtwide	COORINATOR ALTERNATIVE TO SUSPENSION	0.5	$115,770.00
LCFF Supplemental	Site-Based	COUNSELOR - ACADEMIC	1	$182,870.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$112,450.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$130,409.00

Funding Source	Type	Position	FTE	Total Cost
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$127,164.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$111,939.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$168,203.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$109,399.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$129,896.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$142,996.00
LCFF Supplemental	Site-Based	COUNSELOR - WELLNESS	1	$119,536.00
LCFF Supplemental	Districtwide	COUNSELOR ON SPECIAL ASSIGNMENT	1	$178,905.00
LCFF Supplemental	Site-Based	OFFICE ASSISTANT (Attendance)	0.5	$42,431.00
LCFF Supplemental	Site-Based	OFFICE ASSISTANT (Attendance)	0.4	$32,648.00
LCFF Supplemental	Site-Based	OFFICE ASSISTANT (Attendance)	0.6	$53,558.00
LCFF Supplemental	Site-Based	OFFICE ASSISTANT (Attendance)	0.6	$51,573.00
LCFF Supplemental	Site-Based	OFFICE ASSISTANT (Attendance)	0.5	$36,963.00
LCFF Supplemental	Site-Based	OFFICE ASSISTANT (Attendance)	0.5	$36,963.00
LCFF Supplemental	Site-Based	OFFICE ASSISTANT (Attendance)	0.5	$50,796.00
LCFF Supplemental	Districtwide	PSYCHOLOGIST ON SPECIAL ASSIGNMENT	1	$189,499.00
LCFF Supplemental	Site-Based	SCH COMMUNITY LIAISON	1	$80,964.00
LCFF Supplemental	Site-Based	SCH COMMUNITY LIAISON	0.3	$28,485.00
LCFF Supplemental	Site-Based	SCH COMMUNITY LIAISON	1	$90,624.00
LCFF Supplemental	Site-Based	SCH COMMUNITY LIAISON	1	$72,968.00
LCFF Supplemental	Site-Based	SCH COMMUNITY LIAISON	1	$69,570.00
LCFF Supplemental	Site-Based	SCH COMMUNITY LIAISON	1	$135,840.00
LCFF Supplemental	Site-Based	SCH COMMUNITY LIAISON	1	$102,735.00
LCFF Supplemental	Site-Based	TEA ES ELD	1	$175,673.00
LCFF Supplemental	Site-Based	TEA ES RTI-Math	0.5	$81,656.00
LCFF Supplemental	Site-Based	TEA ES RTI-Math	0.5	$81,656.00
LCFF Supplemental	Site-Based	TEA ES RTI-Math	0.5	$90,821.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$173,382.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$177,981.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$167,912.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	0.4	$58,876.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	0.4	$55,476.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$141,649.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	0.6	$99,228.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	0.1	$20,358.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$167,912.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$177,981.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$182,870.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	0.2	$30,835.00

Funding Source	Type	Position	FTE	Total Cost
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	0.8	$121,718.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$142,843.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$180,716.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$168,844.00
LCFF Supplemental	Site-Based	TEA ES RTI-Reading	1	$182,870.00
LCFF Supplemental	Site-Based	TEA HS (BARR Coordinator)	0.2	$34,093.00
LCFF Supplemental	Districtwide	TEA TOSA Curriculum & Instruction	1	$159,643.00
LCFF Supplemental	Districtwide	TEA TOSA ELD	1	$169,767.00
LCFF Supplemental	Districtwide	TEA TOSA ELD	1	$166,681.00
LCFF Supplemental	Districtwide	TEA TOSA ELD	1	$166,681.00
LCFF Supplemental	Districtwide	TEA TOSA ELD	1	$166,681.00
LCFF Supplemental	Districtwide	TEA TOSA ELD	1	$152,047.00
LCFF Supplemental	Districtwide	TEA TOSA MATH	1	$178,905.00
LCFF Supplemental	Districtwide	TEA TOSA MATH	1	$183,793.00
LCFF Supplemental	Districtwide	TEA TOSA SCIENCE (ELEMENTARY)	1	$166,127.00
LCFF Supplemental	Districtwide	TEA TOSA TECHNOLOGY	1	$179,195.00

FISCAL IMPLICATIONS:

SSFUSD LCFF Supplemental Allocation is anticipated at $8.04 million for 2026-27 school year. The proposed positions will be funded out of the following funding sources:

Funding Source	Total Amount
ELOP Grant	$ 205,319.00
Genentech Grant	$ 271,912.00
K-12 Strong Workforce Program	$ 110,513.00
LCFF Supplemental	$ 7,443,560.00
Total	**$ 8,031,304.00**

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the positions and funding sources as outlined above.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Nia Campbell, Ed.D., Assistant Superintendent of Teaching & Learning

DATE: April 9, 2026

RE: Agreement with Learning A-Z, LLC for a 3-Year Renewal Agreement for Raz-Plus and Raz-Plus ELL Subscriptions

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ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

Learning A-Z provides teachers with an extensive collection of flexible curriculum resources aligned to research-based best practices, helps educators to maximize their core instruction, fill gaps, and personalize learning. Without limiting their creativity, innovation, or individuality, Learning A-Z provides the impactful instruction our students need to thrive. This item was last board approved in September of 2021 for a 5-year term.

FISCAL IMPLICATIONS:

The District is proposing a **3-year renewal agreement** for Raz-Plus and Raz-Plus ELL subscriptions to support literacy and English Language Learner programs. The agreement includes a 30.77% overall discount, with an additional 10% discount for ELL licenses, over a 36-month term.

Cost Breakdown:

- Raz-Plus ELL Renewal (215 licenses, 36 months): $43,537.50
- Raz-Plus Renewal (215 licenses, 36 months): $133,512.85
- Total Discount Applied: $64,179.65

Total 3-Year Renewal Cost: $177,050.35. Covered by MGMT 762.

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Learning A-Z, LLC in the amount of $177,050.35.

Explorelearning

Learning A-Z

Quote

Date: 3/11/2026
Valid Until: 8/31/2026
Bill Id #: 11275841
Username: gmaeda

Ship To:

Gavin Maeda
South San Francisco Unified School District
398 B St
South San Francisco, California 94080
650-877-8700
gmaeda@ssfusd.org

Bill To:

Gavin Maeda
South San Francisco Unified School District
398 B St
South San Francisco, California 94080
650-877-8700
gmaeda@ssfusd.org

This quote presented on 3/11/2026 is made on behalf of LAZEL, Inc. (FEIN 27-1609020). As provided in the Company customer notice, attached and incorporated herein, as of October 15, 2025, ExploreLearning® and Learning A-Z® products and services are offered and available from its parent company, LAZEL, Inc., and provisioned and supported under the Company's integrated operational model.

1 Year Renewal - 18.45% Discount 12 month term

Products	Type	Quantity	Term (months)	List Price	Unit Price	Total Price
Raz-Plus ELL	Renewal	215.00	12	$75.00	$75.00	$16,125.00
Raz-Plus	Renewal	215.00	12	$299.00	$229.99	$49,447.85
Complimentary Program Orientation Webinar	None	3.00		$0.00	$0.00	$0.00

Discount amount: $14,837.15
Tax amount*: $0.00
Your total cost: $65,572.85

(*) Taxes (if applicable) to be calculated at time of purchase. All prices are in U.S. dollars.

Internal use only: CPQ Quote # Q-1019130, CSI Quote # 813639

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1840 East River Road, Suite 220, Tucson, AZ 85718, USA
sales@learninga-z.com

2 Year Renewal - 26.92% Discount (5% for ELL) 24 month term

Products	Type	Quantity	Term (months)	List Price	Unit Price	Total Price
Raz-Plus ELL	Renewal	215.00	24	$75.00	$142.50	$30,637.50
Raz-Plus	Renewal	215.00	24	$299.00	$437.02	$93,959.30
			2 Year Renewal - 26.92% Discount (5% for ELL) discount amount:			$36,223.20
			2 Year Renewal - 26.92% Discount (5% for ELL) total cost*:			$124,596.80

3 Year Renewal - 30.77% Discount (10% for ELL) 36 Month Term

Products	Type	Quantity	Term (months)	List Price	Unit Price	Total Price
Raz-Plus ELL	Renewal	215.00	36	$75.00	$202.50	$43,537.50
Raz-Plus	Renewal	215.00	36	$299.00	$620.99	$133,512.85
			3 Year Renewal - 30.77% Discount (10% for ELL) discount amount:			$64,179.65
			3 Year Renewal - 30.77% Discount (10% for ELL) total cost*:			$177,050.35

(*) Taxes (if applicable) to be calculated at time of purchase.
All prices are in U.S. dollars.

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sales@learninga-z.com

Special Notes and Instructions

If paying by purchase order please send the LAZEL, Inc quote matching your Purchase Order (P.O.)

Email the P.O. along with the LAZEL, Inc quote to orders@learninga-z.com.

Sales Executive
Rhiannon Giunta rhiannon.giunta@explorelearning.com

P.O. must include:

1. PO number
2. LAZEL, Inc as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed

If paying by credit card online, **log in to your My Account page. If you don't know your password, use the Forgot Password link to reset your password. Click *Review*. Fill out your card information and click *Complete Order*.**

Unless otherwise agreed by Company and customer, the subscription licenses and/or services purchased pursuant to the order agreement will begin on or about the start date as set forth in the quote and continue in effect for the period set forth in the quote. Unless otherwise set forth in the quote or agreed to by Company and customer, all subscription licenses under the order shall have the same start and end dates, all subscription products and services are deemed delivered upon provisioning of subscription license availability, and all subscription licenses and associated services must be used within the subscription period; unused subscription licenses or services are not eligible for refund, credit, or prorating. On-site training may be fulfilled with a virtual training equivalency, as needed.

License Agreement Template Bottom
Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non- registered classrooms is not authorized.

All subscriptions, products, and/or services are offered subject to the Company's standard license terms of use, privacy, and other policies for the Company's solution(s), available at https://help.learninga-z.com/en/articles/7216732-terms-of-service (the "License Terms"), as supplemented by the terms of this quote. By placing any order, customer confirms its acceptance of the License Terms, as well as the fees in this quote, which, together with the awarded proposal and/or any other associated agreement entered into by Company and customer regarding the subscriptions, products, and services under this quote, constitute the entire agreement between customer and Company regarding such subscriptions, products, and services (the "Agreement"). Customer and Company agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any customer drafted purchase order, which shall be of no effect, or any communications, whether written or oral, between customer and Company relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.

Please review our License Terms carefully before activating your account.

Thank you for your business!

Internal use only: CPQ Quote # Q-1019130, CSI Quote # 813639

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sales@learninga-z.com

Dear Valued Customer,

We are excited to share an important update regarding the operational integration of two of our businesses, Learning A-Z, LLC ("Learning A-Z") and ExploreLearning, LLC ("ExploreLearning"), which are affiliated companies under the common control of our parent company, LAZEL, Inc.

Learning A-Z and ExploreLearning are trusted leaders in K-12 educational technology. As of October 15, 2025, we will integrate the business operations of Learning A-Z and ExploreLearning under their existing parent company, LAZEL, Inc. By uniting these two businesses, we can deliver a broader, more impactful suite of solutions focused on making teaching easier, learning more fun, and outcomes stronger in the subjects that matter most.

For more detail and to access the press release, please click here.

What This Integration Means for You

As a prospective customer, you now have access to the combined expertise and resources of both Learning A-Z and ExploreLearning. Our authorized team members from both companies work together to support the full range of products and services we offer. This integration allows us to provide you with comprehensive educational technology solutions backed by the knowledge and experience of both organizations.

Your data will be managed by authorized and trained personnel from both companies, as well as by trusted third-party service providers who support our operations. All data handling follows applicable data privacy laws and our internal policies to ensure your information remains protected.

Agreement to Terms

By choosing to move forward with a relationship with Learning A-Z, ExploreLearning, or both, you acknowledge and agree to the integrated operational model under LAZEL, Inc. described above. This includes the shared support infrastructure, data management practices, and future purchasing processes.

Looking Ahead

Beginning in January 2026, you will be able to access the product and service offerings of both Learning A-Z and ExploreLearning through a dedicated account representative who can help you explore our comprehensive suite of educational solutions.

We are committed to making your experience with our integrated platform as seamless as possible and will continue to prioritize your educational needs throughout your journey with us.

Thank you for considering Learning A-Z and ExploreLearning as part of your educational journey.

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SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: J. Marwan Hannon, Assistant Superintendent, Human Resources

DATE: April 9, 2026

RE: Resolution No. 26-17 Classified School Employee Week

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

South San Francisco Unified School District will acknowledge and recognize school staff for their service to students during this week. Classified school employees provide essential services to support the educational mission of the South San Francisco Unified School District. Their contributions help create a positive instructional environment, ensure the welfare and safety of students, and maintain excellence across the educational community.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends the adoption of Resolution No. 26-17: Designating May 17 – 23, 2026, as Classified School Employee Week

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 26-17
CLASSIFIED SCHOOL EMPLOYEE WEEK MAY 17-23, 2026

WHEREAS, The third full week of May has been designated as Classified School Employee Week by the California State Legislature. This year, Classified School Employee Week will be May 17-23, 2026.

WHEREAS, Classified school employees provide valuable services to the schools and students of the South San Francisco Unified School District; and

WHEREAS, Classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, Classified school employees play a vital role in providing for the welfare and safety of South San Francisco Unified School District's students; and

WHEREAS, Classified school employees employed by the South San Francisco Unified School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED That the South San Francisco Unified School District Board of Trustees hereby recognizes and wishes to honor the contributions of the classified school employees to quality education in the state of California and in the South San Francisco Unified School District and declares the week of May 17-23, 2026, as **Classified School Employee Week**.

Regularly passed and adopted this 9th day of April 2026.

AYES in Favor of Said Resolution

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ATTEST:

_____

Secretary/ Clerk of the Board

_____

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: J. Marwan Hannon, Assistant Superintendent, Human Resources

DATE: April 9, 2026

RE: Resolution No. 26-18: Day of the Teacher

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

South San Francisco Unified School District will acknowledge and recognize teachers for their service to students during this day. Day of the Teacher is an opportunity for the Board and the District to celebrate and honor the commitment and excellence of our teaching staff, acknowledging the profound influence they have on our students and the community.

FISCAL IMPLICATIONS:

None

RECOMMENDATION:

Staff recommends the adoption of Resolution No. 26-18: Designating Wednesday, May 13, 2026, as the California Day of the Teacher.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 26-18
California Day of the Teacher - May 13, 2026
National Teacher Appreciation Day- May 5, 2026

WHEREAS, Wednesday, May 13, 2026, is designated as the Day of the Teacher; and

WHEREAS, an educated citizenry serves as the foundation of our democracy; and

WHEREAS, today's teachers mold the minds and train the workforce of the future; and

WHEREAS, no other profession touches as many people with such a lasting effect; and

WHEREAS, good teaching grows in value and pays dividends far beyond the classroom; and

WHEREAS, excellence in our State begins with California Teachers; and

WHEREAS, California's teachers are among the best educated, most credentialed and hardest working educators in the country;

NOW, THEREFORE, BE IT RESOLVED That the South San Francisco Unified School District Board of Trustees recognizes May 13, 2026, as Day of the Teacher; and wishes to extend its sincere appreciation to the teachers in the South San Francisco Unified School District who, day in and day out, affect the lives of our students in limitless and lasting ways.

Regularly passed and adopted this 9th day of April 2026.

AYES in Favor of Said Resolution

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ATTEST:

_____

Secretary/ Clerk of the Board

_____

Superintendent of Schools

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: J. Marwan Hannon, Assistant Superintendent, Human Resources

DATE: April 9, 2026

RE: New Job Description: Technology Manager

ALIGNMENT WITH STRATEGIC PLAN:

☒ **Goal 1:** Exceptional Instruction
☒ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

As technology systems continue to expand in complexity and importance, the District requires strong leadership to ensure secure, reliable, and high-performing technology services that support teaching, learning, and operational efficiency.

Currently, the increasing demands related to cybersecurity, infrastructure modernization, cloud services, data privacy compliance, and device support necessitate the establishment of a dedicated management-level position. The proposed Technology Manager position will oversee districtwide technology operations, including network infrastructure, systems administration, cybersecurity, enterprise applications, and helpdesk services.

This role will provide strategic leadership, supervise technical staff, ensure compliance with state and federal regulations (including FERPA, COPPA, CIPA, and CCPA), and align technology initiatives with District goals. The position will also play a critical role in long-term planning, risk management, and innovation within the Technology Department.

The position is classified as Classified Unrepresented Management and will report directly to the Director of Technology.

FISCAL IMPLICATIONS:

The Technology Manager position will be placed on the Classified Unrepresented Management salary schedule with an annual salary range of $139,933.65 to $166,891.73, based on experience.

Additional fiscal considerations include:

- Benefits package (medical, dental, vision, retirement contributions, and other statutory benefits)
- Work year of 260 days
- Potential stipends for advanced degrees

The total estimated annual cost, including salary and benefits, is anticipated to be consistent with other management-level positions and will be incorporated into the District's Technology Department budget. Funding will be supported through a combination of General Fund resources and applicable technology-related funding streams, as appropriate.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the establishment of the Technology Manager position as described, effective upon final approval by the Personnel Commission on April 20, 2026.

JOB TITLE:	Technology Manager
CLASSIFICATION:	Classified Unrepresented Management
SALARY RANGE:	$139,933.65 - $166,891.73
WORK YEAR:	260 days
LOCATION:	District Office
BENEFITS:	Medical, dental, and vision plans; defined benefit pension plans; disability; life insurance; 403(b)/457(b) tax-deferred retirement savings plans; flexible spending account options; employee assistance program; Master's/Doctoral Degree stipends; and vacation time.
APPROVAL:	Board of Trustees (04/09/2026) - pending Personnel Commission (04/20/2026) - pending

OVERVIEW OF SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

The South San Francisco Unified School District (SSFUSD) community includes 15 schools supporting 8,000 students in Daly City, San Bruno, and South San Francisco.

Our mission is that in partnership with our community, SSFUSD will provide exceptional instruction, engaging experiences, and equitable and accessible opportunities and resources to further support our diverse student body so that students are equipped to learn, thrive, navigate their future with purpose, and impact their community.

POSITION SUMMARY:

Under the direction of the Director of Technology, the Technology Manager oversees districtwide technology operations, including network infrastructure, systems administration, cybersecurity, enterprise applications, endpoint support, and technology service delivery. The Manager provides leadership, long-term strategic planning, and advanced technical expertise to ensure secure, reliable, and high-performing technology environments that support teaching, learning, and district operations.

This position manages technical staff, coordinates projects, aligns technology solutions with district goals, and ensures compliance with state and federal data privacy regulations. The Technology Manager serves as a key technology leader, fostering innovation, customer service, and continuous improvement.

ESSENTIAL DUTIES:

- Manage districtwide LAN/WAN/WLAN, Internet, intranet, firewall, routing/switching, and cabling infrastructure.

- Install, configure, monitor, and maintain servers, storage systems, Active Directory, DNS, DHCP, VoIP, virtualization, and cloud services.
- Implement backup strategies, disaster recovery, and retention policies.
- Conduct performance analysis, capacity planning, and system upgrades.
- Oversee security hardening, patching, monitoring, and endpoint protection.
- Implement a comprehensive information-security program aligned with frameworks such as NIST and ISO.
- Monitor threats, conduct risk assessments, and implement mitigation strategies.
- Ensure compliance with privacy regulations, including FERPA, COPPA, SOPIPA, CIPA, CCPA, and HIPAA.
- Lead cybersecurity incident response and investigations.
- Manage Tier I–III support operations, including devices, classroom tech, and ticketing.
- Build staff capacity through documentation, training, and service standards.
- Establish and track service KPIs and SLAs.
- Lead infrastructure, cybersecurity, cloud, and modernization projects.
- Conduct research, feasibility studies, and cost analyses.
- Prepare technical specifications and RFP documents.
- Maintain documentation and system diagrams.
- Build and manage the e-waste process and procedure according to the Code.
- Supervise and evaluate staff, conduct meetings, and provide leadership.
- Collaborate with Instructional Services, Business Services, and school sites.

KNOWLEDGE AND ABILITIES:

Knowledge of:

- LAN/WAN/WLAN architecture, routing, switching, VLANs, DNS, DHCP
- Windows Server, Linux, Active Directory, Azure AD, Google Workspace
- Virtualization, MDM, cloud services
- Cybersecurity frameworks and incident response
- Data-privacy laws impacting K–12 systems
- Helpdesk processes and ITIL-aligned operations
- Project management

Ability to:

- Design and administer complex networks and systems
- Diagnose advanced hardware/software issues
- Supervise, mentor, and evaluate technical staff

- Communicate technical concepts clearly to non-technical audiences
- Prioritize tasks in a fast-paced environment
- Prepare documentation and technical diagrams

EDUCATION AND EXPERIENCE:

Required:

- Bachelor's degree in computer science, IT, IS, Cybersecurity, or related field
- Minimum 5 years of experience in network, systems, cybersecurity, or infrastructure engineering
- Minimum 3 years of supervisory or lead experience

Preferred:

- Experience in K–12 or public-sector environments
- Advanced cybersecurity, cloud, or systems experience
- Experience with VMware/Hyper-V, JAMF, Intune, or similar platforms

LICENSES AND OTHER REQUIREMENTS:

Preferred:

- CCNA / CCNP
- CompTIA Network+, Security+
- CISSP, CISM, or CISA

PHYSICAL REQUIREMENTS & WORKING CONDITIONS:

- Sit, stand, walk, bend, kneel, and lift up to 50 lbs.
- Work in offices, classrooms, MDF/IDF rooms, and occasionally outdoors
- May require off-hours work for maintenance or emergency response
- Regular districtwide travel required
- Valid California Driver's License

OTHER REQUIREMENTS:

- Maintain confidentiality and comply with district policies, state laws, and federal regulations
- Demonstrate professionalism, discretion, reliability, and integrity

VERIFICATION:

Applicants may be required to submit verification of qualifying education, experience, licenses, and certifications* at any point during the recruitment and selection process.

***Note:** Falsifying one's education, experience, licenses, certifications, or related training, or attempted deception on the application, may result in disqualification from present and future job opportunities with the South San Francisco Unified School District.*

NON-DISCRIMINATION POLICY:

South San Francisco Unified School District programs, activities, and employment shall be free from unlawful discrimination, including discrimination against an individual or group based on race, color, ancestry, nationality, national origin, immigration status, ethnic group identification, ethnicity, age, religion, marital status, pregnancy, parental status, physical or mental disability, sex,sexual orientation, gender, gender identity, gender expression, or genetic information; a perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. (Board Policy 0410)

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: J. Marwan Hannon, Assistant Superintendent, Human Resources

DATE: April 9, 2026

RE: San Mateo County Office of Education/Alder Graduate School of Education Teacher Residency Program Agreement SY 2026-2027

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☒ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

Empowered Educators is one of five strategic priorities in SSFUSD's strategic plan, Fulfilling Our Promise to Learners, which the Board of Trustees approved on February 15, 2024. SSFUSD aspires to be the Bay Area's leading organization for mission driven educators. To achieve this priority, we will develop teacher and leader pipeline partnership programs with local, regionally accredited colleges and universities, and build career pathways to grow our own talent from students to professional educators. The San Mateo County Office of Education (SMCOE) and Alder Graduate School of Education Teacher Residency Program consortium is composed of partnerships with school districts and county programs in San Mateo County. Each year, the school district and county program partners determine the number of residency spots they will offer. The credential areas of focus for our SMCOE/Alder Teacher Residency Program are Education Specialist, Multiple Subject, and Single Subject Mathematics or Science, which means that our residents will earn both a Master's Degree in Education and one of the listed credentials upon successful completion of the residency program. For the 2026-2027 school year, SSFUSD anticipates hosting up to eleven (11) Teacher Residency Candidates and up to eleven (11) Teacher Residency Mentors.

FISCAL IMPLICATIONS:

The grand total cost of the program is up to $121,000. The breakdown is as follows:

- A stipend of $9,000 per Teacher Residency Candidate:
    - Eleven (11) Residency Candidates at $9,000 each for a total of $99,000

- A stipend of $2,000 per Residency Mentor:
    - Eleven (11) Mentors at $2,000 each for a total of $22,000

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the San Mateo County Office of Education/Alder Graduate School of Education Teacher Residency Program Agreement SY 2026-2027.

AGREEMENT BETWEEN
THE SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS
AND
SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
FOR THE SMCOE/ALDER GSE TEACHER RESIDENCY PROGRAM

A. **General**

1. This Combined Partnership Teacher Residency Program Agreement (this "Agreement") is between the San Mateo County Superintendent of Schools ("Superintendent") South San Francisco Unified School District ("District"), to implement the SMCOE/Alder GSE Teacher Residency Program.

B. **Parameters**

2. The effective date of this Agreement is between July 1, 2026 and June 30, 2027.

C. **Purpose**

The purpose of this Agreement is to establish a formal working relationship between the Parties and to set forth the operative conditions that will govern this partnership: to recruit a diverse cohort of teachers, to develop excellent teachers through a residency model, to increase teacher retention, to create a pipeline for people interested in becoming teachers and for expert teacher interested in learning to mentor new teachers. By working together with Alder GSE, SMCOE and District will create a strong new teacher pipeline.

D. **Responsibilities of the Parties – General**

1. <u>The Superintendent agrees to the following:</u>
    a. Employ an appropriate number of staff within the discretion of the Superintendent to perform services as described in the SMCOE/Alder GSE Teacher Residency Program Agreement.
    b. Provide meeting space for program activities:
        i. During In-Person Learning, this designated meeting room will be at SMCOE (101 Twin Dolphin Dr., Redwood City, CA) and will be available between 8 am – 5 pm one day (the same day) each week.
        ii. During virtual instruction, the meeting space will be via Zoom.

c. Participate in and oversee a state-approved/accredited Masters and teacher credential program (in conjunction with Alder GSE), which will allow each eligible candidate who fully completes all program requirements to obtain his/her mild/moderate special education, multiple subject, and/or single subject teaching credential.

d. Provide a process for equitable distribution of services to Teacher Residency Candidates, Mentors, and Site Administrators in all participating districts, including recruitment of Mentors to work with the district's Teacher Residency Candidates, as needed.

e. Establish and maintain accurate records and reports including confidential files containing information, formative assessments and other statements of progress for Candidates. Establish and maintain a comprehensive database for all residency candidates. Provide regular updates to all residency candidates and their districts.

f. Supply reports and other information requested on matters related to program requirements and activities to the Commission on Teacher Credentialing and California State Department of Education.

2. <u>The District agrees to the following:</u>

a. Pay to the Superintendent:

i. a stipend of $9,000 per Teacher Residency Candidate:

Up to 11 (11) District Candidates at $9,000 each for a total of **$99,000**

ii. a stipend of $2,000 per Residency Mentor:

Up to Eleven (11) Mentors at $2,000 each for a total of **$22,000**

iii. **Total: $121,000** within 30-days of receipt of invoice generated by the Superintendent, and in any event, no later than August 30, 2026.

b. Collaborate with SMCOE staff to recruit and select Resident candidates, seeking to recruit both internal and external candidates.

c. Nominate candidates to the program using the criteria supplied by Alder GSE. District will work with SMCOE and Alder GSE's recruiting team to align on a plan for the recruitment and selection of Residents that all parties to this agreement agree is strategic and sound.

d. Consider Residents as intended future teachers for the district/schools where they are trained. The District gets first offer rights. If they do not have an opening or if they do not wish to offer a position, a Resident has the option to seek employment with the other districts in the county or more broadly.

e. Provide support for the role of the Mentor including: Adjust the Mentor work year (as needed) to allow Mentors to participate in required SMCOE/Alder GSE training as appropriate; assure the Mentor's attendance at required Mentor Seminars at SMCOE.

f. Work cooperatively with the SMCOE and Alder GSE staff and Mentors and commit to ongoing professional development in support of the Teacher Residency program.

g. Participate in all evaluation/feedback activities.

h. Will not use the residency candidate as a school sub, but will allow the resident to act as teacher of record whenever the mentor teacher is absent from the classroom.

3. The Mentor will:

   a. be expected to formally plan with their residents, which includes at least 2 hours of "Sacred Meeting Time" every week.

   b. be available during the entire school year in order to participate in the program.

   c. be present as much as possible; mentors will not miss excessive (5 or more) days from the classroom. (Note: resident placement may be changed in case of excessive absences.)

   d. agree to be supported and coached by their Residency Director in their work as mentors. These biweekly or monthly coaching sessions will run on site in the mentor's classrooms.

   e. attend ten mentor trainings which includes the orientation in the summer.

   f. respond to email within a 1 business day turnaround time frame.

   Note: New Mentors will attend a New Mentor Orientation (Mentoring 101) before the start of the 2025-2026 school year.

E. Other Conditions

1. If the district does not offer a candidate a credentialed position at the end of the residency year, the district matching funds cannot be recuperated.
2. If the resident drops out of the program before October 15 the district does not pay matching funds for that resident.
3. Any and all products developed by the SMCOE/Alder GSE are exclusive property of the Superintendent and the SOME/Alder GSE Teacher Residency Program. The Teacher Residency Candidate shall not have the right to disseminate, market or otherwise use the products without the expressed written permission of the Superintendent and Alder GSE.
4. HOLD HARMLESS. Teacher Residency Candidate shall hold Superintendent, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of Superintendent, its officers, agents or employees taken under this Agreement.
5. MODIFICATION OR ASSIGNMENT. This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved by writing by the Superintendent and authorized representatives of the parties involved.
6. ADDRESSES. All correspondence, notices, claims, etc. will be sent to the following persons and addresses:

For the **Superintendent**:	Carmen French Director, Teacher Residency and Administrator Programs San Mateo County Office of Education

101 Twin Dolphin Drive
Redwood City, CA 94065
650-802-5334
650-802-5388 (fax)
cfrench@smcoe.org@smcoe.org

For the **District:**

Dr. Shawnterra Moore, Superintendent
South San Francisco Unified School District
398 B Street
South San Francisco, CA 94080
650-877-8705
smoore@ssfusd.org

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representative, have affixed their hands on the day and year first written.

SAN MATEO COUNTY SUPERINTENDENT OF SCHOOLS	**SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT**
_____	_____
Signature	Signature
_____	_____
Name/Title	Name/Title
_____	_____
Date	Date

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director – Facilities & Safety

DATE: April 9, 2026

RE: Adoption of Resolution No. 26-46 and the approval of the Energy Services Agreement with Opterra Energy Services for the Auditorium and Gymnasium Energy Conservation & Lighting Modernization Project at South San Francisco High School

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The existing lighting systems at South San Francisco High School, particularly within the gymnasium and auditorium, are obsolete and aging infrastructure that are inefficient, costly to operate, and no longer aligned with current performance and energy standards. The District has identified the need to modernize these systems to improve lighting quality, reduce maintenance demands, and lower ongoing utility costs, while supporting safe and functional use of these high-traffic facilities.

Under guidance from our facilities legal counsel, the District is utilizing Government Code section 4217.10 et seq. to deliver this project through an energy services contract, allowing for a negotiated design-build approach where long-term energy savings offset project costs. The District has negotiated an agreement with Opterra Energy Services, LLC to design and install lighting improvements at South San Francisco High School Auditorium and Gymnasium based on a detailed energy analysis.

FISCAL IMPLICATIONS:

The Facilities Fund (Fund 40) will be utilized to cover the $726,026.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt Resolution No. 26-46 and approve the Energy Services Agreement with Opterra Energy Services for the Auditorium and Gymnasium Energy Conservation & Lighting Modernization Project at South San Francisco High School in the amount of $726,026.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION NO. 26-46
APPROVING AN ENERGY SERVICES AGREEMENT WITH OPTERRA ENERGY SERVICES PURSUANT TO GOVERNMENT CODE SECTION 4217.10 ET SEQ.

WHEREAS, California Government Code Section 4217.12(a)(1), authorizes a school district to enter into an energy services contract with respect to an energy conservation facility if its governing body determines, at a regularly scheduled public hearing, public notice of which is given at least two weeks in advance, that the anticipated cost to the district for the alternative energy project will be less than the anticipated marginal cost to the district of electrical energy that would have been consumed by the district in the absence of such energy project.

WHEREAS, the South San Francisco Unified School District ("District") desires to increase energy efficiency, save utility and maintenance costs in the long-term and desires to implement and install energy cost savings measures for these purposes (collectively, the "Energy Conservation Project").

WHEREAS, the District has considered a proposal to design, install and implement energy efficiency measures, and based on qualifications and overall proposed cost, among other factors, wishes to contract with Opterra Energy Services, a corporation organized under the laws of California ("Contractor"), to perform and complete the Energy Conservation Project.

WHEREAS, the District and Contractor have proposed an agreement for the design and installation of the Energy Conservation Project ("Design and Installation Agreement"), pursuant to which Contractor will design and install energy savings equipment, attached hereto as **Exhibit A**.

WHEREAS, Contractor represents that the anticipated cost to the District for the Energy Conservation Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of such energy project, as specified in Contractor's analysis attached as **Exhibit A.**

WHEREAS, in accordance with Government Code section 4217.12, the District posted the notice of a public hearing at which hearing the Board of Trustees would consider this Design and Installation Agreement and Resolution and has held the public hearing on the Design and Installation Agreement.

WHEREAS, the District desires to enter into the Design and Installation Agreement with Contractor, through which Contractor would design, install, and implement the Energy Conservation Project pursuant to the terms and conditions of the Design and Installation Agreement as mutually agreed to by the Contractor and District.

NOW, THEREFORE, the District's Board of Trustees does hereby determine, resolve, and order as follows:

Section 1. That pursuant to California Government Code sections 4217.10, *et seq*., all of the recitals set forth above are true and correct.

Section 2. That this Resolution is adopted following a public hearing at a regularly scheduled meeting of the Board for which a minimum of two weeks public notice has been duly given.

Section 3. That pursuant to Government Code section 4217.12, and based on all available information, the cost of the Energy Conservation Project contemplated by the Design and Installation Agreement with Contractor will not exceed the amount of **$726,026** and that it is in the best interests of the District to enter into the Design and Installation Agreement with Contractor.

Section 4. That, based on Contractor's analysis attached as **Exhibit B**, the anticipated cost to the District for the Energy Conservation Project will be less than the anticipated marginal cost to the District of electrical energy that would have been consumed by the District in the absence of such energy project.

Section 5. That the District Superintendent or designee is hereby authorized to do all things that are necessary or proper to carry out or give effect to this Resolution and the Design and Installation Agreement, including but not limited to, negotiating any further changes to the Design and Installation Agreement with such changes not to be inconsistent with the intent of this Resolution, and to take all steps and perform all actions necessary to finalize and enter into the Design and Installation Agreement with the Contractor, and to take any actions deemed necessary to protect the best interests of the District.

Section 6. That this Resolution shall take effect immediately.

PASSED AND ADOPTED this 9th day of April 2026, by the following vote of the Board:

AYES:

NOES:

ABSENT:

ABSTAIN:

SIGNED:

_____
President, Board of Trustees

ATTEST:

_____
Clerk, Board of Trustees

Exhibit A
Energy Savings Analysis

OPTERRA
ENERGY SERVICES

South San Francisco High School
400 B Street
South San Francisco, CA 94080
February 13, 2026

Lighting Program Cost	660,024				
Electric Rate Escalation	5%				
Year	Lighting Energy Savings	Lighting O&M Savings	Total Program Savings	Net Program Savings	Cumulative Savings
1	$ 19,392	$ 6,600	$ 25,992	$ 25,992	$ 25,992
2	$ 20,361	$ 6,798	$ 27,160	$ 27,160	$ 53,152
3	$ 21,380	$ 7,002	$ 28,382	$ 28,382	$ 81,534
4	$ 22,449	$ 7,212	$ 29,661	$ 29,661	$ 111,194
5	$ 23,571	$ 7,429	$ 31,000	$ 31,000	$ 142,194
6	$ 24,750	$ 7,651	$ 32,401	$ 32,401	$ 174,595
7	$ 25,987	$ 7,881	$ 33,868	$ 33,868	$ 208,463
8	$ 27,286	$ 8,117	$ 35,404	$ 35,404	$ 243,867
9	$ 28,651	$ 8,361	$ 37,012	$ 37,012	$ 280,879
10	$ 30,083	$ 8,612	$ 38,695	$ 38,695	$ 319,574
11	$ 31,587	$ 8,870	$ 40,458	$ 40,458	$ 360,031
12	$ 33,167	$ 9,136	$ 42,303	$ 42,303	$ 402,334
13	$ 34,825	$ 9,410	$ 44,235	$ 44,235	$ 446,570
14	$ 36,566	$ 9,693	$ 46,259	$ 46,259	$ 492,829
15	$ 38,395	$ 9,983	$ 48,378	$ 48,378	$ 541,207
16	$ 40,314	$ 10,283	$ 50,597	$ 50,597	$ 591,804
17	$ 42,330	$ 10,591	$ 52,922	$ 52,922	$ 644,726
18	$ 44,447	$ 10,909	$ 55,357	$ 55,357	$ 700,082
19	$ 46,669	$ 11,236	$ 57,907	$ 57,907	$ 757,990
20	$ 49,002	$ 11,574	$ 60,576	$ 60,576	$ 818,566
20 Year Total	**$ 641,212**	**$177,351**	**$ 818,566**	**$ 818,566**	

OPTERRA Energy Services, LLC
500 12th Street, Suite 300
Oakland, CA 94607

Exhibit B
Contractor's Analysis

Energy Summary

OPTERRA ENERGY SERVICES

Project Name: South San Francisco High School

Annual Summary	Existing kWh	Solution kWh	Savings kWh	Total Saved
Auditorium	3,064	2,689	375	$ 128
Large Gym	38,880	9,000	29,880	$ 10,159
Small Gym	32,400	5,620	26,780	$ 9,105
Total Savings	74,344	17,309	57,035	**$ 19,392**

Area Information		Existing							Proposed						Savings			
Location	Area	Existing	Qty	Watts per Fixture	$/kWh	kW	Burn	kWh	Qty	Watts per Fixture	kW	Control % Red.	Burn	kWh	Watts Saved	kW Saved	kWh Saved	Total Saved $
South San Francisco High School	Auditorium	Wall uplight	36	100	$ 0.34	3.600	800	2,880	36	53	1.917	30.00%	560	1,073	46.76	1.683	1,807	$ 614.27
South San Francisco High School	Auditorium	Downlight	10	23	$ 0.34	0.230	800	184	10	289	2.885	30.00%	560	1,616	-265.5	-2.655	-1,432	$ (486.74)
																		$ -
South San Francisco High School	Large Gym	Highbay	36	432	$ 0.34	15.552	2500	38,880	36	143	5.143	30.00%	1750	9,000	289.15	10.409	29,880	$ 10,159.35
South San Francisco High School	Small Gym	Highbay	30	432	$ 0.34	12.960	2500	32,400	30	107	3.212	30.00%	1750	5,620	324.95	9.749	26,780	$ 9,105.16
Totals			**112**						**112**								**57,035**	**$ 19,392.04**

South San Francisco USD
398 B Street
South San Francisco, CA 94080
January 23, 2026

South San Francisco High School Gyms and Auditorium Lighting Upgrade

---

1. General Description

This project consists of an electrical lighting retrofit for two (2) gymnasiums and the house lighting system within the auditorium at South San Francisco High School. The work includes the removal of existing lighting fixtures and installation of new LED lighting fixtures as described herein. All work shall be performed in accordance with applicable codes, standards, and regulations.

The scope assumes **two (2) separate mobilizations**:

- First mobilization for the gymnasium lighting retrofit (to proceed as soon as authorized), and
- Second mobilization for the auditorium lighting retrofit, to commence following DSA approval.

All installation work shall be performed during **second-shift hours** unless otherwise directed by the District.

---

2. Gymnasium Lighting Retrofit

2.1 Scope of Work

- Provide a **one-for-one replacement** of all existing gymnasium lighting fixtures with new **LED high-bay luminaires**.
- Remove and properly dispose of existing fixtures.
- Install new LED high-bay fixtures at existing mounting locations.

- Reuse existing branch circuit wiring. It is assumed that all existing wiring is functional and code-compliant; the District is responsible for ensuring the accuracy and condition of existing infrastructure.
- Furnish and install **nLight AIR wireless lighting controls** for each gymnasium, including:
    - Dimming capability
    - Multiple programmable lighting scenes
    - Wireless control devices and sensors as required for system operation
- Program, commission, and test the lighting control system to ensure proper operation.

2.2 Exclusions

- Any modifications or upgrades to existing **fire and life safety systems**.
- Any **ADA-related improvements**.
- Any structural modifications.
- Any upgrades to electrical service, feeders, or panels beyond what is required to connect new fixtures.

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3. Auditorium Lighting Retrofit

3.1 Scope of Work

- Remove existing auditorium house lighting fixtures.
- Provide and install:
    - **Thirty-six (36) architectural wall-mounted sconces** with up-light and down-light configuration as a **one-for-one replacement** of existing sconces.
    - **Ten (10) new 48-inch diameter architectural pendant luminaires**, mounted to existing wood beams.

- Provide power to new pendant fixtures by installing **surface-mounted wire molding**, routed from the existing central raceway to each pendant location.
- Coordinate fixture mounting with existing architectural and structural elements using manufacturer-standard mounting methods only.
- Perform all necessary electrical connections, testing, and commissioning.

3.2 Engineering, Testing, and Approvals

- Provide **all required electrical engineering**, including drawings, calculations, and specifications.
- Prepare, submit, and obtain approval for **DSA (Division of the State Architect) review and processing**, including coordination with the District and DSA reviewers.
- Respond to DSA comments and resubmit documents as required for approval.
- Perform **California Title 24 (T24) acceptance testing** associated with the auditorium lighting scope.

The pricing assumes that the District has **accurate and complete as-built drawings** for the auditorium. No structural investigation, verification, or re-creation of drawings is included.

3.3 Exclusions

- Any upgrades or modifications to **fire and life safety systems**.
- Any **ADA improvements**.
- Any theatrical, stage, back-of-house, or performance lighting systems.
- Any structural upgrades beyond incidental fixture mounting; no DSA-driven scope additions beyond those explicitly described herein are included.

---

4. General Assumptions and Exclusions (All Areas)

- All existing wiring is assumed to be functional and suitable for reuse.

- Excludes any **DSA requirements beyond the scope proposed**, including but not limited to upgrades related to ADA compliance, fire and life safety, or manufacturer standard mounting methods.
- Fire alarm, emergency notification, or fire sprinkler modifications are excluded.
- ADA path-of-travel upgrades are excluded.
- Architectural, HVAC, or plumbing work not directly related to lighting installation is excluded.
- Abatement of hazardous materials is excluded unless specifically identified and authorized.

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5. Closeout

- Provide final testing and verification of all installed lighting systems.
- Deliver operation and maintenance documentation.
- Provide basic owner training for lighting controls operation.

Base Contract :	$660,024
	+
Allowance for Unforeseen Conditions	$66,002
Total Contract Value =	**$726,026**

AGREEMENT FOR DESIGN AND INSTALLATION OF ENERGY CONSERVATION MEASURES

This Agreement for Design and Installation of Energy Conservation Measures ("Agreement") is made as of April 10th, 2026, ("Effective Date"), between the **South San Francisco Unified School District** ("District") and **Opterra Energy Services, LLC** ("Design-Builder") (each a "Party" and together the "Parties") for the Lighting Retrofit project ("Project").

RECITALS

WHEREAS, Government Code section 4217.12 authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines are in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation facility will be less than the anticipated marginal cost to the District of thermal, electrical or other energy that would have been consumed by the public agency in the absence of those purchases;

WHEREAS, the District is a public agency under the provision of Government Code section 4217.10 *et seq*. pertaining to energy service contracts;

WHEREAS, under Government Code section 4217.11, an "energy service contract" means a public contract that "will provide electrical or thermal energy or conservation services to a public agency from an 'energy conservation facility,'" including "conservation measures located in public buildings" such as "equipment, maintenance, load management techniques and equipment, or other measures to reduce energy use or make for a more efficient use of energy;"

WHEREAS, the District desires to implement energy conservation measures from a lighting plan (line-by-line audit) developed by the Design-Builder ("Lighting Plan");

WHEREAS, the Parties intend to enter into this energy service contract as defined by Government Code section 4217.11 ("Agreement");

WHEREAS, Design-Builder represents that it has the expertise and experience to perform the services set forth in this Agreement; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Agreement and all those conditions precedent do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Agreement; and

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. **Services**. Design-Builder shall furnish to the District the labor, equipment, material, and services as described in **Exhibit "A"** attached hereto and incorporated herein by this

reference ("Services" or "Work"). The Work will be performed at South San Francisco High School, located at 400 B Street, South San Francisco, CA 94080 ("Site").

2. Term. It is hereby understood and agreed that the work under this contract shall be Substantially completed by 300 days following DSA approval of the Auditorium scope of work ("Term").

3. Liquidated Damages. Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Design-Builder's delay; therefore, as "Liquidated Damages," Design-Builder agrees that it shall pay to the District for each Site, the sum of EIGHT HUNDRED DOLLARS ($800) per day for each and every day's delay beyond the applicable Substantial Completion Date that Substantial Completion is not achieved.

It is hereby understood and agreed that this amount is not a penalty. In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Design-Builder under this Agreement.

3.1. Excusable Delay.

3.1.1. Design-Builder, subject to Section 3.2, shall not be charged for liquidated damages (if applicable) or delay because of any delays in completion of the Services which are due to Force Majeure or otherwise not the fault of Design-Builder or Subcontractors, including acts of God as defined in Public Contract Code section 7105, pandemics, quarantine restrictions, supply chain disruptions, and costs imposed by the government on sales or importation of goods or materials, including tariffs and taxes. Design-Builder shall, within five (5) calendar days of the beginning of any delay, including a Force Majeure event, notify District in writing of the causes of delay including documentation and facts explaining the delay and the correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Services when, in its reasonable good-faith judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Services affected by delay and shall not apply to other portions of Services not so affected. An extension of time may only be granted if Design-Builder has timely submitted the Project Schedule as required herein. "Project Schedule" shall mean the Project Milestone and Completion Schedule incorporated herein as **Exhibit "A-4."**

3.1.2. In the event Design-Builder requests an extension of Contract Time and/or an increase in the Total Contract Price for excusable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Services. "Contract Time" shall mean the time period stated in the **Exhibit "A-4"** for the completion of the Services. Such requests must be submitted with reasonably complete justification and documentation. Such justification must be based on the official Project Schedule as updated at the time of occurrence of the delay or execution of Services related to any changes to the Scope of Services or Total Contract Price. Any claim for delay or Total Contract Price increase must include the duration of the activity relating to the changes in

the Services and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

3.2. No Additional Compensation for Delays Within Design-Builder's Control.

3.2.1. Design-Builder is aware that governmental agencies, including, without limitation, DSA, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies ("Review Agencies") may have to approve Design-Builder-prepared drawings or approve a proposed installation. Accordingly, Design-Builder shall include in the Project Schedule time for possible review of its drawings and for reasonable time for review by such Review Agencies. Design-Builder shall be entitled to additional time in the Project Schedule for review of Design-Builder's drawings, plans or proposed installation or other approvals from the Review Agencies, if all of the following conditions have been satisfied: (i) the time for this review is in excess of the time expressly allocated for this review in the Project Schedule; (ii) Design-Builder has diligently pursued approval from the Review Agencies; and (iii) the delay in Review Agencies' approval is not related to an uncured defect, error, or omission in Design-Builder's drawings, plans, or proposed installation.

3.2.2. Design-Builder shall only be entitled to compensation for delay when all of the following conditions are met:

3.2.2.1. Design-Builder is not responsible for the delay;

3.2.2.2. The delay is unreasonable under the circumstances involved;

3.2.2.3. The delay was not within the contemplation of District and Design-Builder;

3.2.2.4. The delay could not have been avoided or mitigated by Design-Builder's reasonable diligence; and

3.2.2.5. Design-Builder timely complies with the provisions of the Contract Documents governing changes in Services.

3.2.3. Where a change in the Services extends the Contract Time, Design-Builder may request and recover additional, actual costs, provided that Design-Builder can demonstrate such additional costs are:

3.2.3.1. Actually incurred in performing the Services;

3.2.3.2. Not compensated by the markup allowed; and

3.2.3.3. Directly result from the extended Contract Time.

3.2.4. Pre-Existing Conditions. Certain pre-existing conditions may be present within the Premises that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of the Work, (iii) may cause completed Work to be non-compliant with applicable codes, (iv) may prevent District from realizing the full benefits of the Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the scope

of the Work. If such conditions were not readily identifiable upon visual inspection, Design-Builder will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. Design-Builder may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with District for additional compensation and, if appropriate, an extension of time.

4. **Grants/Rebates/Incentives**. Design-Builder shall use commercially reasonable efforts to support the District in obtaining or maintaining grants/rebates/incentives for the Sites ("Incentive Funds"), if applicable. Design-Builder shall use commercially reasonable efforts to support the District in obtaining an extension, if allowed and if necessary. If the District does not obtain extensions for rebates on terms satisfactory to the District in its sole discretion, the District, in its sole discretion, may terminate this Agreement for convenience pursuant to the terms of this Agreement. Design-Builder expressly disclaims any liability for District's failure to receive any portion of the Incentive Funds, and District acknowledges and agrees that Design-Builder will have no liability for any failure to receive all or any portion of the Incentive Funds.

5. **Contract Documents**. The following documents comprise the "Contract Documents" for the Work under this Agreement:

__X__ Signed Agreement	__X__ Workplace Violence Prevention Plan Certification
__X__ Notice to Proceed	__X__ Criminal Background Investigation/ Fingerprinting Certification
__X__ Worker's Compensation Certification	N/A Roofing Project Certification
__X__ Prevailing Wage Certification	__X__ DIR Registration Verification
N/A Off-Road Diesel-Fueled Fleet Certification	__X__ Insurance Certificates and Endorsements
N/A Iran Contracting Act Certification	__X__ Performance Bond
N/A Russian Sanctions Compliance Certification	__X__ Payment Bond
__X__ Drug-Free Workplace Certification	N/A Specifications
__X__ Tobacco-Free Workplace Certification	__X__ Plans
__X__ Drug and Alcohol-Free Schools Certification	__X__ Project Schedule (developed after Effective Date)
__X__ Hazardous Material Certification	__X__ Exhibit "A" ("Scope of Work")
__X__ Lead-Based Materials Certification	N/A Operations & Maintenance Agreement, including Performance Guarantee and Savings Guarantee
__X__ Imported Materials Certification	

The entire Agreement between the Parties consists of all Contract Documents as identified above and incorporated herein by this reference. Any and all obligations of the District and Design-Builder are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any work called for in one of those documents, but not mentioned in the other or vice versa, shall be executed the same as if mentioned in all Contract Documents.

If a conflict exists between the terms and conditions in this Agreement and Exhibit "A," Exhibit A shall control over this Agreement.

Should any questions arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the Parties shall work together in good faith to resolve the issue and, if not so resolved, may be referred to dispute resolution by either Party. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any). Once DSA approves the plans and specifications, in no case shall a document calling for lower quality and/or quantity material or workmanship control without the District's consent.

6. Submittal of Documents.

6.1. Design-Builder shall not commence the Work under this Agreement until the Design-Builder has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under this Agreement and listed above. The aforementioned documents shall be presented to the District for approval within seven (7) days after execution of the Agreement.

6.2. Within thirty (30) days after execution of this Agreement or before any Work commences, whichever is sooner, Design-Builder shall provide the District with the name and DIR registration number, and any other information required in a PWC-100 form, for Design-Builder and all tiers of subcontractors. Design-Builder has a continuing obligation throughout the duration of the Agreement to provide information to update the PWC-100 form for all subsequent subcontractors before their work commences or before their access onto the Site, whichever is earlier.

7. Compensation. As compensation for the Work, the District shall pay to the Design-Builder **Seven Hundred Twenty-Six Thousand Twenty-Six DOLLARS ($726,026),** as such amount may be amended from time to time in accordance with the terms of this Agreement ("Contract Price"). Such amount shall not be increased without the express approval of the District's Governing Board ("Board").

Total Contract Price includes an Allowance of SIXTY-SIX THOUSAND TWO DOLLARS ($66,002) for additional Work authorized at the District's sole discretion, which may include, but is not limited to, District-driven site improvements and other changes that entitle Contractor to a Change Oder. The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, and taxes associated with the applicable Allowance Item, and other costs, including design fees, Developer's overall project management and general conditions costs, bonds and insurance, overhead and fee. Payment for items covered by this allowance shall be documented and presented to District for review. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive ("AED"). The District shall have sole discretion to authorize all expenditures from the Allowances. Any unused Allowance or portion thereof left unspent at Final Completion shall be a deductive Change Order. Whenever actual costs are more than the Allowance, the amount covered by the Allowance will be approved at cost (i.e., only the amount within the Allowance will be approved for payment). Contractor must follow the Change Order procedure to adjust the Contract Price for amounts in excess of the Allowance.

8. **Expenses.** District shall not be liable to Design-Builder for any costs or expenses paid or incurred by Design-Builder in performing services for District.

9. **Payment.**

9.1. On a monthly basis, Design-Builder shall submit an application for payment based upon the actual value for materials delivered or services performed under the Agreement as of the date of submission ("Application for Payment"). Pursuant to Public Contract Code section 20104.50, within seven (7) days of receipt of a valid Application for Payment District will review and return improper Application for Payment. Within thirty (30) days after District's approval of the undisputed Application for Payment, Design-Builder shall be paid a sum equal to ninety-five percent (95%), unless a higher retention amount is required pursuant to Public Contract Code section 7201(b)(4), of the value of the Work performed (as verified by District's designated representative and Inspector and certified by Design-Builder) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) any sums expended by the District in performing any of Design-Builder's obligations under the Agreement which Design-Builder has failed to perform or has performed inadequately; (2) defective Work not remedied; (3) stop payment notices as allowed by state law; (4) liquidated damages (if applicable); (5) unsatisfactory prosecution of the Work by Design-Builder; (6) unauthorized deviations from the Agreement; (7) failure of the Design-Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Agreement during the prosecution of the Work; (8) erroneous or false estimates by the Design-Builder of the value of the Work performed; (9) any sums representing expenses, losses, or damages, as reasonably determined by the District, incurred by the District for which Design-Builder is liable under the Agreement; and (10) any other sums which the District is entitled to recover from Design-Builder under the terms of the Agreement or pursuant to state law, including section 1727 of the Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention.

10. **Audit.** Design-Builder shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Design-Builder transacted under this Agreement. Design-Builder shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Design-Builder shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Design-Builder and shall conduct audit(s) during Design-Builder's normal business hours, unless Design-Builder otherwise consents.

11. **Independent Contractor**. Design-Builder represents and warrants that Design-Builder is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Work, (ii) performing Work that are outside the usual course of the District's business, and (iii) customarily

engaged in an independently established trade, occupation, or business of the same nature as that involved in the Work performed, District being interested only in the results obtained. Design-Builder understands and agrees that he/she and all of his/her employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Design-Builder shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Design-Builder's employees. Design-Builder shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

12. **Conflict of Interest**. Design-Builder represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner of degree with the performance of the Work required under this Agreement and that no person having any such interest shall be employed by Design-Builder.

13. **Licensing**. Design-Builder certifies that it is properly certified or licensed under the laws and regulations of the State of California to provide the professional services that it has herein agreed to perform. Design-Builder and all subcontractors shall be properly licensed and regulated by the Contractors State License Board throughout the duration of the Work. Design-Builder hereby acknowledges that it or its subcontractors performing the work hold valid license(s).

14. **Registration as Public Works Contractor**: Design-Builder and all subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.4. Design-Builder further acknowledges and agrees that it shall timely submit updated Registered Subcontractors List, included with this Agreement and as detailed further therein.

15. **Standard of Care**. Design-Builder's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts, including the applicable provisions of California Code of Regulations, Title 24, and the requirements of the Division of State Architect ("DSA"), and the District's Design Guides and Technical Specifications. Design-Builder represents and warrants that it is fully experienced in projects of the nature and scope of Work, and that it is properly qualified, licensed and equipped to supply and perform the Work. The Work completed herein must meet the requirements set forth in **Exhibit "A"** and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof.

16. **Originality of Services**. Design-Builder agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Design-Builder or Design-Builder's authorized agents or subcontractors and shall not be copied in whole or in part from any other source, except that submitted to Design-Builder by District as a basis for such services.

17. **Ownership of Data**. Pursuant to Education Code section 17316, this Agreement creates a non-exclusive and perpetual license for the District to use, at its discretion, all plans including, but not limited to, record drawings, specifications, estimates and other documents that Design-Builder prepared or caused to be prepared pursuant to this Agreement, for the limited purpose of owning, operating, maintaining, and repairing the System, or, with regard to drawings, specifications and system performance data only, for educational use. Design-Builder retains all rights to all copyrights over designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that Design-Builder prepares or causes to be prepared pursuant to this Agreement.

    Except as provided above, the District shall not change or use any fully or partially completed documents without Design-Builder's express written consent. In the event that the District changes or uses any such documents without Design-Builder's consent, other than as provided above, then, in addition to any remedies to which Design-Builder is entitled in law or equity, the District agrees to release Design-Builder of responsibility for such changes, and shall hold Design-Builder harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use.

18. **Notice to Proceed.** The District shall provide a Notice to Proceed to Design-Builder after execution of the Agreement and submission of satisfactory performance bond(s), payment (labor and material) bond(s), the certificate(s) and affidavit(s), and the endorsement(s) of insurance required under this Agreement. Upon issuance of a Notice to Proceed, the Design-Builder shall proceed with the Work and shall have access to the Site. The District will have the opportunity to review and approve designs before construction commences, such approval not to be unreasonably withheld or delayed. If DSA approval is required, construction shall not commence without DSA approval of the plans and specifications.

19. **Site Examination.** District has submitted to Design-Builder various documents and reports related to conditions at the Site. After the Notice to Proceed, Design-Builder, to the extent commercially reasonable, will make all Site examination(s) that it deems necessary as to the condition of the Site ("Due Diligence"). After its Due Diligence is completed, Design-Builder will warrant that it has made all reasonable Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Design-Builder's ability to protect existing surface and subsurface improvements. If any variations to the scope of Work become necessary due to a change in Site conditions or due to Site conditions not reasonably known or discovered by Design-Builder based on such visual examination or from the Site Documents or from its Due Diligence, Design-Builder shall be entitled to apply for a Change Order to equitably adjust the Contract Price and/or project schedule in light of the changed or unknown conditions.

20. **Materials**. Design-Builder shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

    20.1. Codes, Standards, and Methodologies. All products and components outlined in this Agreement must conform to all applicable codes, standards, and rating methodologies, including, without limitation, all applicable building codes.

20.2. Anti-Trust Claim. Design-Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Design-Builder, without further acknowledgment by the parties.

20.3. Substitutions. No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

21. Equipment and Labor. Design-Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

22. Warranty/Quality.

22.1. Unless a longer warranty is called for elsewhere in this Agreement, Design-Builder, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from Substantial Completion for each Project Site. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. "**Substantial Completion**" means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that District can take beneficial use thereof

22.2. Upon completion of the Project, Design-Builder shall transfer and convey to the District, all remaining warranty documentation, and shall assist the District in completing any warranty or submittal forms which are required in order to effectuate coverage of the warranties required herein and all my otherwise be available to the District.

23. Correction of Errors. During the Warranty Period, Design-Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Design-Builder's failure to comply with the standard of care required herein; provided however, Design-Builder shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer does not honor its warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence.

24. Safety and Health Standards; Lead-Based Paint. Pursuant to the requirements of the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA"), the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors

and workers shall undertake any action to abate existing risk factors for lead. Design-Builder must execute the Lead-Based Materials Certification, if applicable.

25. **Change in Scope of Work and Schedule.** Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work ("Change") shall not be paid for or accepted unless such change, addition, or deletion is approved in writing by a valid change order executed by the District and the Design Builder ("Change Order"), subject to Design-Builder's rights under the Disputes provisions herein. Design-Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work that are consistent with **Exhibit "B."** Design-Builder shall be entitled to an equitable adjustment in the Total Contract Price, Project Schedule, or other time limitations based on such changes to the Scope of Work, delays not caused by Design-Builder, or unforeseen conditions. If District requests a proposal from Design-Builder for a change, Design-Builder will notify District if there will be a cost associated with the proposal. If District subsequently elects to not proceed with such change, District agrees that a Change Order will be issued to reimburse Design-Builder for any costs reasonably incurred for estimating services, design services, and/or preparation of the proposal requested by District.

26. Design-Builder shall also be entitled to an equitable adjustment in the Total Contract Price, Project Schedule, or other time limitations resulting from: (i) any Changes caused by District (including a requirement for multiple mobilizations or interruption of the Work) or required by an AHJ if not the result of an error or omission of Design-Builder; (ii) failure to obtain any Interconnection Agreement, Applicable Permit, or approval of an AHJ, other than a failure caused by the action or inaction of Design-Builder; (iii) delays not caused by Design-Builder, including delays by the utility; (iv) undisclosed or unforeseen conditions encountered at a Project site, including discovery or existence of Hazardous Substances; (v) information provided to Design-Builder is later found to be inaccurate or incomplete; (vi) any change in applicable law; (vii) force majeure events; (viii) labor disputes or strikes, labor or material shortages, delay in manufacturing and deliveries of equipment, supply chain disruptions; (ix) material price increases that equal or exceed twenty percent (20%) in a six (6) month period; or (x) regional epidemic or global pandemic. Entitlement to a Change Order is subject to the Design-Builder complying with the procedures provided herein and substantiation of the additional cost and/or time extension.

    Design-Builder shall notify the District of any claim for additional compensation and/or extension of time within fourteen (14) calendar days after the first occurrence giving rise to the Proposed Change Order. Within twenty-five (25) calendar days of the foregoing Notice, Design-Builder agrees to provide the District with all reasonable information requested to substantiate the cost of the change order, including an analysis of any impacts to the critical path to the Project schedule, and to inform the District whether the Work will be done by the Design-Builder or a subcontractor. Design-Builder shall prepare a written Proposed Change Order requesting that District issue a Change Order based upon a proposed change to the Total Contract Price, Scope of Work, or adjustment to the Project Schedule. If the nature of the change is such that additional time is required to determine the changes in scope, the cost, or the impacts to the Project Schedule, any extension of time will be mutually agreed upon by the Design-Builder and District. If Design-Builder fails to comply with procedures provided herein, it shall be deemed to have waived its right to request such change order.

A Proposed Change Order shall include price breakdowns for any additional labor, services, and materials substantially in the form set forth below and other reasonable backup documentation requested by the District. For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to Design-Builder, and Design-Builder shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of Design-Builder's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the scope of Work, the reasonable value of the deducted Work less the value of Work performed shall be considered the appropriate deduction. If Design-Builder offers a proposed amount for a deductive Change Order(s), Design-Builder shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the Work of the Change Order(s). If subcontractor work is involved, subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

Upon agreement to a Proposed Change Order, Design-Builder and District shall execute a written Change Order stating their agreement regarding any of the following: (i) a change in the Scope of Work; (ii) an adjustment to the Total Contract Price; or (iii) an adjustment to the Project Schedule.

If the Parties are unable to agree upon all terms for a Proposed Change Order, any unresolved disputes shall be submitted as a claim and resolved pursuant to the Disputes provisions herein below. Design-Builder shall continue to perform its undisputed Work under the Agreement and shall not cause a delay of the Work during any dispute, claim, negotiation, or mediation proceeding, except by written agreement by the District.

The following format shall be used for Proposed Change Orders, supported by attached documentation.

	WORK PERFORMED OTHER THAN BY DESIGN-BUILDER	ADD
(a)	Material (attach itemized quantity & unit cost plus sales tax)	$
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	$
(c)	Add Equipment (attach suppliers' invoice)	$
(d)	Subtotal	$
(e)	Add overhead and profit for any and all tiers of Subcontractor, the total not to exceed 10% of item (d)	$
(f)	Subtotal	$
(g)	Add General Conditions Costs (if Time is compensable; attach supporting documentation)	$
(h)	Subtotal	$
(i)	Add overhead and profit for Design-Builder, not to exceed 15% of Item (h) (if applicable)	$
(j)	Subtotal	$
(k)	Add Bond and Insurance, not to exceed three and a half percent (3.5%) of Item (j) (if applicable)	$
(l)	TOTAL	$
(m)	Time (zero unless indicated; "TBD" not permitted)	___ Days

	WORK PERFORMED BY DESIGN-BUILDER	ADD
(a)	Material (attach itemized quantity & unit cost plus sales tax)	
(b)	Add Labor (attach itemized hours & rates, fully encumbered)	
(c)	Add Equipment (attach suppliers' invoice)	
(d)	Add General Conditions Cost (if Time is compensable; attach supporting documentation)	
(e)	Subtotal	
(f)	Add overhead and profit for Design-Builder, not to exceed 15% of item (e) (if applicable)	
(g)	Subtotal	
(h)	Add Bond and Insurance, not to exceed 3.5% of Item (g) (if applicable)	
(i)	TOTAL	
(j)	Time (zero unless indicated; "TBD" not permitted)	___ Days

27. **Meetings.** Design-Builder and District agree to participate in regular meetings on at least a weekly basis to discuss strategies, timetables, implementations of services, and any other issues deemed relevant to the operation of Design-Builder's performance.

28. **Design-Builder's Project Schedules.** Design-Builder shall provide the Preliminary Project Schedule and the Final Project Schedule, and updates and revisions thereto in electronic format. The schedules provided by Design-Builder shall not exceed time limits current under the Contract Documents and shall comply with all of the scheduling as required in the Specifications. Failure of Design-Builder to provide Project Schedules in accordance with the Contract Documents, may, at the sole discretion of District, constitute either grounds to withhold, in whole or in part, progress payments to Design-Builder, or a material breach of the Agreement.

29. **Workers.** Design-Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. The District may evaluate the Design-Builder in any manner which is permissible under the law. Any person in the employ of the Design-Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

30. **Design-Builder Supervision.** Design-Builder shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

31. **Safety and Security.** Design-Builder is responsible for maintaining safety in the performance of this Agreement. Design-Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds.

32. **Clean Up.** Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

33. **Site Access.** District shall provide Design-Builder with reasonable access to the Site for purposes of Design-Builder's timely and efficient performance of the Work under this Agreement.

34. **Access to Work.** District representatives shall at all times have access to the Work wherever it is in preparation or in progress, provided, however, that Design-Builder shall be entitled to have its personnel accompany any District personnel accessing the Work and provided further that District personnel shall strictly comply with all of Design-Builder's safety protocols. Design-Builder shall provide safe and proper facilities for such access. Design-Builder shall have access to the entire work area during the Work. Should District elect to phase the Work that results in demobilization, a Change Order will be issued to adjust the Project Schedule and the Total Contract Price, as needed.

35. **Project Inspection**. Project inspection and acceptance of the Work shall be performed by Advanced Inspections ("Project Inspector"). Project Inspector will be hired directly by District. Project Inspector shall have free access to any or all parts of Work at any time, subject to the requirements set forth in Section 32 (Access to Work) applicable to the District's personnel. Design-Builder shall furnish the District's Project Inspector

reasonable opportunities for obtaining such information as may be necessary to keep him/her fully informed respecting progress, manner of Work, and character of materials. Design-Builder shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection. Design-Builder hereby acknowledges that the Project Manager(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or suspend the Work if Design-Builder's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Design-Builder shall be liable for any delay caused by its non-compliant Work.

36. **Protection of Work and Property.** Design-Builder shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Design-Builder, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

37. **Occupancy.** District reserves the right to occupy parking lot at any time before Final Completion, subject to safety restrictions and construction access specified by Design-Builder, and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

38. **District's Right to Perform Work.** If Design-Builder should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to Design-Builder, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace Design-Builder's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice Design-Builder for the cost of that work. Design-Builder shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Design-Builder.

39. **No Relief from Obligations Based on Review by Other Persons.** Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Agreement, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

40. **Force Majeure.** "Force Majeure" means any event or circumstance which are beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence and care by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include but are not limited to, the following: acts of God, war, civil unrest, epidemic, pandemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe

weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure.

41. Termination.

41.1. For Convenience by District. District shall also have the right in its sole discretion to terminate the Agreement and/or Design-Builder's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Design-Builder. In case of a termination for convenience, Design-Builder shall be paid for the actual cost for labor, materials, and services performed including, without limitation, profit and overhead on such amounts, Design-Builder's and its subcontractor(s)' mobilization and or demobilization costs, that is unpaid and can be reasonably documented. If Design-Builder objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the option available to the District under a termination for cause.

41.2. With Cause. Either Party may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

41.2.1. material violation of this Agreement; or

41.2.2. any act exposing the other Party to liability to others for personal injury or property damage not covered by insurance; or

41.2.3. District may terminate if Design-Builder is adjudged a bankrupt, Design-Builder makes a general assignment for the benefit of creditors or a receiver is appointed on account of Design-Builder's insolvency.

Written notice of termination for cause shall contain the reasons for such intention to terminate and unless within fifteen (15) calendar days after that notice the condition or violation shall cease, or appropriate arrangements for the correction thereof be commenced within fifteen (15) calendar days, this Agreement shall upon the expiration of the 15–day period cease and terminate.

In the event of termination for cause by District, the District may secure the Work from another designer and/or contractor. If the expense, fees, and costs to the District exceed the cost of Work pursuant to this Agreement, Design-Builder shall pay, as sole remedy, the excess expense, fees, and/or costs to the District less any amounts paid to the District by the performance bond surety, within thirty (30) days of the receipt of the District's notice of these expense, fees, and/or costs. The

foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

In the event of termination for cause by Design-Builder, if undisputed by District, District shall release any bonds provided hereunder and pay Design-Builder the amounts provided for in Section 41.1.

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41.3. Upon termination, Design-Builder shall provide the District with all documents produced maintained or collected by Design-Builder pursuant to this Agreement, whether or not such documents are final or draft documents.

42. Indemnification. Design-Builder shall, at its sole expense, defend, indemnify, and hold harmless the District, the State of California, and their agents, representatives, officers, consultants, employees, trustees, and volunteers ("District Indemnified Parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, to the extent arising from third-party claims of personal injury, death, or property damage arising from the negligence or willful misconduct of or its performance or nonperformance under this Agreement by Design-Builder or its Subcontractors, except to the extent the claims are caused by the negligence or willful misconduct of District Indemnified Parties. Design-Builder shall also defend, indemnify, and hold harmless the District Indemnified Parties from any dispute between Design-Builder and its subcontractors/suppliers/ sureties, including, but not limited to, any failure or alleged failure of Design-Builder to pay any subcontractor or supplier of any tier or any other person employed in connection with Design-Builder's conduct arising from or related to and/or filing of any stop payment notice or mechanic's lien claims.

43. Insurance.

43.1. The Design-Builder shall procure and maintain at all times it performs any portion of the Services the following insurance:

43.1.1. General Liability. Two Million Dollars ($2,000,000) combined single limit per occurrence for bodily injury, personal injury and property damage in the form of Comprehensive General Liability and Contractual Liability. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit. Limit may be met through combination of primary and excess policies.

43.1.2. Automobile Liability Insurance. One Million Dollars ($1,000,000) combined single limit per occurrence for any automobile that shall protect the Design-Builder and the District from all claims of bodily injury, property damage, personal injury, death, and medical payments arising performing any portion of the Services by Design-Builder.

43.1.3. Workers' Compensation and Employers' Liability Insurance. For all of the Design-Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Design-Builder

shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of One Million Dollars ($1,000,000) per accident for bodily injury or disease. Design-Builder ensures that the insurer waives the right of subrogation against the District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

43.1.4. Professional Liability (Errors and Omissions) Insurance. Two Million Dollars ($2,000,000) for errors and omissions as appropriate to profession of engineer designing photovoltaic system, diesel generator with microgrid resiliency capabilities, and battery energy storage systems with microgrid resiliency capabilities, coverage to continue through completion of construction plus three (3) years thereafter. Limit may be met through combination of primary and excess policies.

43.1.5.

43.1.6. Excess Liability. Four Million Dollars ($4,000,000) per occurrence to meet the policy limit requirements of the required policies if Design-Builder's underlying policy limits are less than required. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Design-Builder, District, State, and Project Manager(s) in amounts, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

43.1.7. Proof of Insurance. Design-Builder shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

43.1.7.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

43.1.7.2. For the general liability and automobile liability policies:

43.1.7.2.1. All policies shall be written on an occurrence form.

43.1.7.2.2. All endorsements, certificates and insurance policies shall state that the District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of Design-Builder; instruments of Service and completed operations of the Design-Builder; premises owned, occupied or used by Design-

Builder; or automobiles owned, leased, hired or borrowed by Design-Builder. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

43.1.7.2.3. For any claims related to the projects, Design-Builder's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Design-Builder's insurance and shall not contribute with it.

43.1.7.2.4. All endorsements shall waive any right to subrogation against any of the named additional insureds.

43.1.7.2.5. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

43.1.7.3. Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Design-Builder's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by Design-Builder and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Contract. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Contract and will cover Design-Builder and all Subcontractors for all claims made.

43.1.7.4. Design-Builder's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), and/or Inspector(s).

43.1.7.5. Design-Builder's insurance shall apply separately to each insured against whom claim is made or suit is brought.

43.1.7.6. Each insurance policy shall include a clause stating that coverage shall not be canceled except after thirty (30) days prior written notice (except for ten (10) days' notice in event of cancellation due to non-payment).

43.1.7.7. Design-Builder shall provide thirty (30) days prior written notice to District if a policy is suspended, voided, or reduced.

43.1.8. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the District.

43.1.9. Failure of Design-Builder and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract and constitute a Default by Design-Builder pursuant to this Contract.

44. Payment Bond and Performance Bond. Design-Builder shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Construction Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District ("Contract Bonds"). The Contract Bonds are not being furnished to cover the performance of any monitoring, verification, operations or maintenance services that occur after Final Completion, including any energy guaranty or guaranteed savings under this Agreement, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to District. District agrees that upon Final Completion and expiration of the 1-year Warranty period set forth herein, the Contract Bonds shall be returned to Design-Builder, and all obligations arising thereunder are terminated and the surety company that issued the bond is forever discharged from any and all liabilities of whatever nature arising in connection with the Contract Bonds.

45. Permits and Licenses. Design-Builder and all Design-Builder's employees or agents shall secure and maintain in force, at Design-Builder's sole cost and expense, such permits and licenses as are required by law in connection with the furnishing of materials, supplies, or services pursuant to this Agreement.

46. Assignment. The rights, burdens, duties, or obligations of Design-Builder pursuant to this Agreement shall not be assigned by the Design-Builder without the prior written consent of the District.

47. Subcontractors. Subcontractors, if any, other than those identified in DIR Subcontractor Registration hereto, engaged by the Design-Builder for any Service or Work under this Agreement shall be subject to the approval of the District, such approval not to be unreasonably conditioned, delayed or withheld. Design-Builder agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Design-Builder shall subcontract any part of this Agreement, Design-Builder shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

48. Compliance with Laws. Design-Builder shall observe and comply with all rules and regulations of the governing board of the District and all federal, state, and local laws, ordinances and regulations applicable to the Work. Design-Builder shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Design-Builder observes that any of the Work required by this Agreement is at variance with any such laws, ordinance, rules or regulations, Design-

Builder shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Design-Builder's receipt of a written termination notice from the District. If Design-Builder performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Design-Builder shall bear all costs arising therefrom.

48.1. Labor Code Requirements. Design-Builder shall comply with the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the California Labor Code, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Design-Builder and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Design-Builder or subcontractors.

48.1.1. Registration: Design-Builder and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

48.1.2. DIR Registration Verification: Within thirty (30) days of the award of contract or prior to commencing the Work under this Agreement, whichever occurs first, Design-Builder shall provide District all information required by Labor Code section 1773.3 for Design-Builder and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Design-Builder shall submit and update the DIR Registration Verification list including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

48.1.3. Certified Payroll Records. Design-Builder and its subcontractors shall upload accurate and complete certified payroll records ("CPRs") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file online at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html, or by using a more current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Design-Builder and/or each subcontractor in connection with the Work. Within ten (10) days of any written request by the District, Design-Builder and its subcontractors shall provide CPRs. In the event that Design-Builder or its subcontractors fail to comply within the 10-day period, District shall notify the Labor Commissioner, who may request penalties be withheld from progress payments then due. Upon the request of the Labor Commissioner, these penalties shall be withheld from payments then due.

48.1.4. Labor Compliance: Design-Builder shall perform the Work of the Project while materially complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject

to labor compliance monitoring and enforcement by the Department of Industrial Relations.

49. Non-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status of any person and therefore the Design-Builder agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Design-Builder agrees to require like compliance by all its subcontractors.

50. Environmental Attributes and Energy Credits. District shall own all right, title, and interest associated with or resulting from the development, construction, installation and ownership of any facilities installed on the Project ("Generating Facilities"). This ownership includes the production, sale, purchase or use of the energy output including, and includes without limitation:

50.1. All Environmental Incentives associated in any way with the Generating Facilities. "Environmental Incentives" means all rights, credits (including tax credits), rebates, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever entitled or named (including carbon credits and allowances), whether arising under federal, state or local law, international treaty, trade association membership or the like arising from the Generating Facilities or the energy produced or otherwise from the development, construction, installation or ownership of the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities. Without limiting the forgoing, Environmental Incentives includes green tags, renewable energy credits, tradable renewable certificates, portfolio energy credits, the right to apply for (and entitlement to receive) incentives under the Self-Generation Incentive Program or other incentive programs offered by the State of California and/or Load Serving Entity and the right to claim federal income tax credits under Section 45 or 48 of the Code as such credits are available arising from the Environmental Attributes of the Generating Facilities or the energy produced from the Generating Facilities or the production, sale, purchase, consumption or use of the energy produced from the Generating Facilities.

50.2. All reporting rights and the exclusive rights to claim responsibility for the delivery of the energy from the Generating Facilities.

50.3. All reporting rights and the exclusive rights to claim responsibility for the reductions in emissions of pollution and greenhouse gases resulting from the generation and delivery of energy.

50.4. All carbon reduction credits as defined under the California Action Reserve or such similar definition as enacted by the State of California or the U.S. Federal Government.

50.5. All "renewable energy credits," as such term is defined in Section 399.12(h)(2) of the California Public Utilities Code, associated with the Generating Facilities.

51. Limitation of Liability and Waiver of Consequential Damages. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

52. *Reserved.*

53. The liability of Design-Builder will be limited to direct, actual damages. Design-Builder shall not be liable to District for any special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense. To the fullest extent permitted by applicable law, Design-Builder's total aggregate liability to District and all third parties is limited to the Contract Price for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes.

54. Confidentiality. Design-Builder and all Design-Builder's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services to the extent allowed by law. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

55. Disputes. In the event of any demand by Design-Builder for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Agreement, (B) payment by the District of money or damages arising from work done by, or on behalf of, Design-Builder pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Design-Builder is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Design-Builder shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Design-Builder's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Design-Builder agrees it will neither rescind the Contract nor stop or delay the progress of the Work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

56. Attorney Fees and Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

57. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, addressed as follows or as instructed by the intended recipient:

DISTRICT	**DESIGN-BUILDER**
South San Francisco Unified School District 398 B Street South San Francisco, CA 94080 **ATTN: Ted O** Email: tedo@ssfusd.org	OPTERRA Energy Services, LLC 500 12th Street, Suite 300 Oakland, CA 94607 **ATTN: Mariana de Brito** Email: mdebrito@opterraenergy.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail. A courtesy copy of the notice shall be sent by electronic mail.

58. Governing Law; Venue. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in county in which the District's administrative offices are located.

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

60. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

61. Entire Contract. This Agreement sets forth the entire contract between the parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the parties hereto pertaining to the subject matter thereof. This Agreement may be modified only in writing upon mutual consent.

62. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party of its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

63. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference. There shall be no offsets or cross defaults between this Agreement, the operation and maintenance agreement, the performance guarantee, or the savings guarantee agreement (all attached thereto).

64. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

65. **Binding Contract.** This Agreement shall be binding upon the parties hereto and upon their successors and assigns and shall inure to the benefit of said parties and their successors and assigns.

66. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

67. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

68. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

69. **Counterparts.** This Agreement and all amendments to it may be executed in counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one document binding all the Parties hereto.

70. **MUNICIPAL ADVISOR / TAX ADVISOR**. THE PARTIES ACKNOWLEDGE AND AGREE THAT DESIGN-BUILDER IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO DISTRICT WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT DISTRICT BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. DESIGN-BUILDER IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO DISTRICT OR THE PROVISION OF INFORMATION TO DISTRICT. DISTRICT WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR DISTRICT'S SITUATION.

    70.1. The Parties acknowledge and agree that Design-Builder is not a tax advisor and cannot give advice to District with respect to the Inflation Reduction Act, any funds the District may be eligible for thereunder or compliance with foreign entities of concern rules and regulations. District must consult its own tax and legal advisors with regard thereto.

[*SIGNATURES ON FOLLOWING PAGE*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

Date: April 10th, 2026

By: _____

Print Name: Ted O

Print Title: Assistant Superintendent Business Services

Address: 398 B St.
South San Francisco, CA 94080

E-Mail: tedo@ssfusd.org

OPTERRA ENERGY SERVICES, LLC

Date: April 10th, 2026

By: _____

Print Name: Courtney Jenkins

Print Title: President & CEO

License No.: 1142716

Address: 500 12th Street, Suite 300
Oakland, CA 94607

Email: mdebrito@opterraenergy.com

Information regarding Design-Builder:

Proper Name: OPTERRA Energy Services, LLC

License No.: 1142716

Address: 500 12th Street, Suite 300
Oakland CA 94607

Type of Business Entity:

_____ Individual

_____ Sole Proprietorship

_____ Partnership

_____ Limited Partnership

_____ Corporation, State:_____

__xx__ Limited Liability Company

_____ Other: _____

46-5545462:
Employer Identification and/or Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Design-Builder to furnish the information requested in this section.

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed

meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

[END OF STATUTORY CLAIMS PROVISIONS.]

Exhibit A

SCOPE OF WORK

Design-Builder shall provide design and construction services as described in this Agreement and the other Contract Documents as necessary to implement the Scope of Work described herein.

Lighting – Scope of Work includes design, labor, materials, and equipment for the complete removal and replacement of the existing lighting fixtures as listed in the table below:

Location	Area	Existing	Fixture Type	Qty	Watts per Fixture	Proposed	Qty	Watts per Fixture
South San Francisco High School	Auditorium	LED-100-1	Wall uplight	36	100	Gothem Scone	36	53
South San Francisco High School	Auditorium	LED-23-1	Downlight	10	23	Magellian pendant 48"	10	289
South San Francisco High School	Large Gym	CFL-CFQ42W-9	Highbay	36	432	IBG Highbay with nLight Air	36	143
South San Francisco High School	Small Gym	CFL-CFQ42W-9	Highbay	30	432	IBG Highbay with nLight Air	30	107

All material counts provided **must** be verified by the Design-Builder during the Site verification walks. Upon completion of the Site verification walks, Design-Builder is responsible for updating and presenting final counts to the District for approval before commencing any design work.

1.0 Detailed Scope of Work:

1. Prepare and submit final revisions to the scope of work quantities to the District. Provide submittals to the District for review and approval.
2. Furnish and install new LED fixtures as identified in the table above and any subsequent revisions.
3. DSA approval will be required for the Auditorium scope.
4. No permit or AHJ review or approval is included for work in the Large and Small Gyms.
5. Provide tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the lighting installation.
6. Old fixtures, lamps, and ballasts will be properly disposed of per EPA or other state and local regulations. The District will be provided with documentation of proper disposal upon request. As applicable, the District shall provide EPA number for Design-Builder to dispose against.
7. All lighting retrofits will be performed during second shift.

2.0 Gym Lighting Retrofits:

1. Design-Builder shall replace existing fluorescent high bay fixtures with LED high bay fixtures as described in the table above.
2. No emergency ballast fixtures were identified in existing light fixtures, so none are included in this Scope of Work. If any emergency fixtures are found during the installation, Design-Builder will submit a change order to the District for the added work.
3. Lighting scope is subject to Title 24, One-for-One Alteration Method subcategory.

4. Design-Builder will install wireless with batteries or integrated controls to meet 2023 Title 24 requirements, and commission said controls per manufacturer requirements.

3.0 Auditorium Lighting Retrofits:

1. Design-Builder shall provide design services to meet DSA submittal for the Auditorium scope, including responding to DSA comments and resubmitting revised documents as required for approval.
2. Design-Builder shall replace LED up-lights along the walls with new LED sconces per the table above.
3. Design-Builder shall remove (10) downlights along the center ceiling.
4. Design-Builder shall provide and install ten (10) additional new LED pendant fixtures to wood beams and run surface-mounted conduit along beam to center raceway in auditorium.
5. No emergency ballast fixtures were identified in existing light fixtures, so none are included in this Scope of Work. If any emergency fixtures are found during the installation, Design-Builder will submit a change order to the District for the added work.
6. Lighting scope is subject to Title 24, One-for-One Alteration Method subcategory.
7. Design-Builder will install wireless with batteries or integrated controls to meet 2023 Title 24 requirements, and commission said controls per manufacturer requirements.

4.0 Exclusions and Clarifications:

1. Scope of work does not include any theatrical, stage, back of house or performance lighting systems.
2. Scope of work excludes any structural upgrades or modifications to existing buildings.
3. Scope of work assumes District has accurate and complete as-builts for the Auditorium (no structural investigation or re-creation is included in pricing).
4. Scope of work excludes anything beyond manufacturer standard mounting methods.
5. District will be responsible for hiring and paying all inspectors, including DSA and other special inspectors as applicable.
6. All ADA, Fire Life Safety (including fire alarm systems, smoke detectors, emergency notifications, or fire sprinklers), and any other work required as a result of DSA submission are excluded, except as noted above.
7. Design-Builder has assumed construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions, except for two separate mobilizations (gyms built concurrently first, and the auditorium once DSA approval is in hand).
8. Scope of work excludes any architectural, HVAC, or plumbing work not directly related to lighting installation.
9. Scope of work excludes any upgrades to electrical service, feeders, or panels beyond what is required to connect new fixtures.
10. No additional fixtures other than those covered in the table above will be retrofitted.
11. In the instance Design-Builder deems certain light fixtures in scope not safe to access or work on, it will cause the lighting retrofit or new lighting fixture

installation in that location to be cancelled until the safety issue is addressed. This would include:

- Light fixtures blocked by stationary equipment mounted to the ground
- Light fixtures above a stage with wood construction where it is unknown if the stage can support the weight of a lift
- Light fixtures blocked by structures
- Light fixtures that have their integrity compromised
- Light fixtures that are not wired to code
- Light fixtures that have compromised wiring (bad wire, cloth wire, etc.)
- Light fixtures that are not mounted to code
- Light fixtures that have non-original fasteners holding the lenses on or other parts of the original fixture together
- Light fixtures with moisture or water inside
- Light fixtures in areas where existing asbestos could be disturbed

12. New seismic supports are excluded.
13. Repair or replacement of any existing damaged wire is excluded.
14. Standard manufacturer warranties apply to all specified products.
15. Design services, including CAD drawings/reflective ceilings plans, are not included in gym scopes.
16. Replacement of lenses is not included for retrofit scopes.
17. Scope assumes one-for-one replacement only; any change in layout or unforeseen electrical issues are not included in the scope except as outlined above.
18. Design-Builder scope is limited to replacing the fixtures identified in the table above or working inside the fixtures identified therein. Correction of any pre-existing defects or non-conformities with the applicable codes in the electrical wiring to the fixture is not included.
19. Replacement of existing LED fixtures, occupancy or dimming sensors, unless specifically included in the table above, is excluded.
20. Replacement of any existing or installation of any new time clocks unless noted in the table above, is excluded.
21. Any troubleshooting, repair or upgrade to emergency lighting or egress systems is excluded, unless specified.
22. Replacement or repair of ceiling tiles, ceiling track system, or other ceiling surfaces is excluded, except where damage was directly caused by Design-Builder.
23. The scope of work assumes that existing infrastructure is structurally sound, that no internal wiring or fuse issues are present, that any pole arms are in working condition, and that adequate power is provided to all fixtures. No allowances have been made to bring existing wiring or fuses to proper working condition.
24. Any patching or painting is excluded.
25. Any existing or new sub-surface or well type fixtures are excluded from the scope of work.
26. Temporary utilities are to be provided by District at no cost to Design-Builder (including, without limitation, trailer power, phone lines, and construction power).
27. Removal and disposal of Hazardous Substances, including asbestos containing materials, to be by District (except as noted above). If Design-Builder encounters material suspected to be hazardous, Design-Builder will notify District representative and stop further work in the area until the material is removed.

28. Design-Builder will require the assistance of District personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
29. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
30. Design-Builder standard construction means and methods will be used.
31. District will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for Design-Builder and Design-Builder's subcontractor vehicles in parking lots at the Facilities.
32. The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. Design-Builder will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code.
33. No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, Design-Builder will immediately notify District representative.
34. If District's existing equipment is required to be shutoff, disconnected, isolated or operated any in manner, Design-Builder will not be liable for any issues that may arise when reconnecting or operating existing equipment (including costs for any repairs, replacements, extended power outages, temporary utilities, or any loss of savings related to the existing equipment issue.
35. With respect to lighting equipment maintenance and/or lamp and ballast retrofitting, District will properly ground lighting fixtures before Design-Builder commences Work in compliance with applicable codes.
36. With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, District will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
37. Scope of Work does not include pulling new wiring for lighting fixtures from an existing lighting panel, however if it is required, a grounding conductor must be included in the lighting circuits. District is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.
38. With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, Design-Builder will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. District is responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.

Design-Builder Beneficial Use and Warranty criteria for specific pieces of equipment:

1. LIGHTING RETROFITS – With respect to each site's Scope of Work, the Design-Builder Warranty commences immediately upon Substantial Completion. Design-Builder will provide written notice to District of the date the Design-Builder Warranty commences.

Work scopes to receive Substantial and Final Completion:

Scope of Work	Location	Total Qnty of SC	Total Qnty of FC
Lighting Retrofits	South San Francisco HS	3 (Large Gym, Small Gym, Auditorium)	1

In addition to the design and construction of the Project Installations, Design-Builder will be responsible for the following:

Design/Pre-construction Phase

- Conduct progress meetings, and distribute meeting minutes
- Provide documentation as requested to support energy savings calculations and progress reports as needed
- Confirm and update Project Scope Inventory with each iteration of change in scope or material count
- Incorporate District in design development process
- Prepare construction documents, including drawings for the installation of measures as needed
- Ensure compliance with governing codes and standards including, but not limited, to Title 24 Standards and California Building Code
- Obtain necessary permits from authorities having jurisdiction over the Project
- Provide a schedule for Project implementation including major milestones from Notice to Proceed through Project closeout

Construction Phase

In addition to responsibilities listed above in Design/Pre-construction Phase, Design-Builder must:

- Conduct progress meetings, and distribute meeting minutes
- Provide documentation as requested to support energy savings calculations and progress reports as required

- Obtain and maintain all licenses, permits, and authorizations as needed for the Project
- Install Project with the quality of workmanship as described in this Agreement and the other Contract Documents
- Manage all subcontractor work ensuring quality of workmanship, compliance with all applicable codes and standards, and adherence to the terms and conditions of the Agreement and all other Contract Documents
- Prepare a plan for basic stakeholder training, ongoing operational support, equipment maintenance, and any software upgrades as applicable
- Complete commissioning and testing requirements in accordance with Title 24 Standards, as required by Project installations
- Create and deliver Final Binder to District in accordance with specifications in the Agreement (See Project Closeout Requirements below.)

Along with the responsibilities described in this **Exhibit A**, Design-Builder is required to hold weekly progress meetings with the District to provide progress updates, schedule updates and general project information.

Project Closeout Requirements:

Prior to final completion of the Project, Design-Builder will perform the following tasks without limitation:

- Complete all unfinished work described on a punchlist to be provided by District and approved by District.
- All systems shall operate continuously and without any downtime for a period of 30 days after commissioning as a measure of Final Completion.
- Provide District with Final Binder that includes all items in the Final Binder Table of Contents (electronic version). Electronic version of Final Binder should be delivered in a neat and organized folder tree as provided by customer.

Final Binder Table of Contents:

a. Cover Page
    i. Name of the Project
    ii. District name
    iii. Design-Builder name
    iv. Any Job Reference Numbers
b. Table of Contents (this Table of Contents)
c. Reference Milestones and Documents
    i. Copy of all executed Contracts
    ii. Notice to Proceed

iii. Notice of Completion for each site

d. Contact Information
    i. Contractor name, mailing address, phone, and email
    ii. Performance Services Group contact phone number and email
e. Final Project Schedule
f. Final Cost
    i. Approved Change Orders
g. Drawings and Project Scope Inventory
    i. As-Built Drawings (as applicable)
        1. The as-built drawing set will be the final drawing submittal and will be modified for the changes made during the construction process. Changes shall be clouded and a printed list of such changes shall be delivered with the drawings.
    ii. Equipment Lists
        1. Final Project Scope Inventory, with all fields completed for accurate count, make, model, wattage/EER/SEER (as applicable)
        2. List of fixtures installed and quantity, type.
h. Operations and Maintenance Manuals
    i. Equipment Specification Sheets
    ii. Equipment Warranties
    iii. Installation Manuals
    iv. User or Operations & Maintenance Manuals
i. Completion Documents
    i. Aggregated punch list completion lists
    ii. Recycling and disposal certificates (if applicable)
j. Site photographs (electronic version only, organized in folders to reflect location)
    i. Equipment and components installed (use a representative photo where installed equipment is not visible), as well as interiors where work was completed
    ii. All other installed components

PERFORMANCE BOND
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the **South San Francisco Unified School District**, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

LIGHTING RETROFIT PROJECT (Project Name)

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ _____ DOLLARS ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and

- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon the District's consent which shall not be reasonably withheld, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Total Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages (if applicable). The term "balance of the Total Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. The Surety cannot award the completion contract, without the District's consent, to the Principal or any of its subcontractors.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the

Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue. . If there is no District default under the Contract, the Surety's obligation under this Bond shall arise after the District declares a Principal default and terminates the Contract for cause and notifies the Surety thereafter.

Surety shall not utilize Principal in completing the Project nor shall Surety accept a Bid from Principal for completion of the Work if the District, when declaring the Principal in default, notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

The above obligation shall hold good for a period ending one year after the date of Substantial Completion during which time Surety's obligation shall continue if Design-Builder shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The above obligation of surety does not include any obligations of Design-Builder under the Performance Guarantee, the Operations & Maintenance Agreement, or any third-party warranty obligations assigned to District following the Substantial Completion date. Nothing herein shall limit the District's rights or the Design-Builder or Surety's obligations under the Contract, law or equity, including, but not limited to, the District's rights against Design-Builder under California Code of Civil Procedure section 337.15

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Respondents must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the **South San Francisco Unified School District**, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

LIGHTING RETROFIT PROJECT (Project Name)

("Project" or "Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and_____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Successful Respondent must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. In addition, the District has implemented **Board Policy 2046 (Drug-Free Environment and Drug Prevention Program)**.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.

   (2) The person's or organization's policy of maintaining a drug-free workplace.

   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.

   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and **Board Policy 2046 (Drug-Free Environment and Drug Prevention Program)** and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and the District's policy.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., and Health & Safety Code section 104350 et seq., all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG AND ALCOHOL-FREE SCHOOLS CERTIFICATION

Pursuant to, without limitation, District Board policies, all District sites, including the Project site, are drug and alcohol-free schools. Possession, use, or dale of drugs and alcohol is prohibited at any time in district-owned or leased buildings, on district property, and in district vehicles unless otherwise permitted by law.

I acknowledge that I am aware of the District's policy regarding drug and alcohol-free schools, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to possess, use or sell:

1. Any substance which may not lawfully be possessed, used, or sold in California.

2. Cannabis or cannabis products (Health and Safety Code, § 11362.3; 21 USC §§ 812, 844).

3. Alcohol beverages, unless approved by the Superintendent or designee for limited purposes specified in Business and Professions Code section 25608.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

WORKPLACE VIOLENCE PREVENTION PLAN CERTIFICATION

California Labor Code section 6401.9 requires covered employers to adopt a comprehensive workplace violence prevention plan, which shall be in writing and shall be available and easily accessible to the District's employees. To the extent that it may apply to Design-Builder's employees, the District's Workplace Violence Prevention Plan ("Prevention Plan") can be found at the District Office.

In light of Section 6401.9 of the California Labor Code, Design-Builder certifies that Design-Builder has ascertained that the personnel (including the entity's employees and Subcontractors) providing site services on the District's Project have (1) received comprehensive Prevention Plan training and (2) access to the Prevention Plan.

Design-Builder understands that the Project site will need to comply with the Prevention Plan requirements for its employees and Subcontractors. Personnel who have not received comprehensive Prevention Plan training and do not have access to the Prevention Plan or decline to state if they received such training and have access to the Prevention Plan will be treated as not receiving comprehensive Prevention Plan Training and not having access to the Prevention Plan.

Design-Builder agrees to compensate the District for any civil penalties and expenses (including attorney's fees) it accrues pursuant to the California Labor Code, including but not limited to, California Labor Code section 6401.9(g), for any California Labor Code violations stemming from Design-Builder's Project work.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the California Labor Code section 6401.9.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

1. **Summary**

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. **Notice of Hazardous Waste or Materials**

a. Design/Builder shall give notice in writing to the District and the Construction Manager promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

(1) Material that Design/Builder believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;

(2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

b. Design/Builder's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Design/Builder, its Subcontractors, suppliers, or anyone else for whom Design/Builder is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

c. In response to Design/Builder's written notice, the District shall investigate the identified conditions.

d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Design/Builder in writing, stating reasons. If the District and Design/Builder cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Design/Builder shall proceed with the Work as directed by the District.

e. If after receipt of notice from the District, Design/Builder does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract

Price or Contract Time as a result of deleting such portion of Work or performing the Work by others.

f. If Design/Builder stops Work in connection with any hazardous condition and in any area affected thereby, Design/Builder shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. **Additional Warranties and Representations**

a. Design/Builder represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

b. Design/Builder represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

c. Design/Builder represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Design/Builder accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. **Monitoring and Testing**

a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

b. Design/Builder acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work

by Design/Builder. In the event District elects to perform these activities and tests, Design/Builder shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Design/Builder will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

c. Notwithstanding District's rights granted by this paragraph, Design/Builder may retain its own industrial hygiene consultant at Design/Builder's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Design/Builder relating to the Work and Design/Builder shall immediately provide that documentation upon request.

5. **Compliance with Laws**

a. Design/Builder shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

b. Design/Builder represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

(1) The protection of the public health, welfare and environment;

(i) Storage, handling, or use of asbestos, PCB, lead, petroleum-based products, radioactive material, or other hazardous materials;

(ii) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and

(iii) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. **Disposal**

a. Design/Builder has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Design/Builder must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

b. Design/Builder shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

c. Design/Builder shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Design/Builder shall not use any disposal facility to which District has objected. Design/Builder shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. **Permits**

a. Before performing any of the Work, and at such other times as may be required by applicable law, Design/Builder shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Design/Builder shall submit evidence satisfactory to District that it and any disposal facility:

(1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and

(i) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Design/Builder agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Design/Builder shall not conduct any Work involving asbestos-containing materials or PCBs unless Design/Builder has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Design/Builder. Design/Builder shall give all notices and comply with all applicable laws bearing on the conduct of the Work as drawn and specified. If Design/Builder observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Design/Builder performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Design/Builder in securing the permit or giving the notice, but the Design/Builder shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. **Indemnification**

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq*.).

9. **Termination**

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Design/Builder knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

[END OF DOCUMENT]

HAZARDOUS MATERIALS CERTIFICATION

Design-Builder hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Design-Builder's work on the Project for District.

Design-Builder further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Design-Builder if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Design-Builder's expense at no additional cost to the District.

Design-Builder has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to the Design-Builder that:

(1) Design-Builder's work may disturb lead-containing building materials.

(2) Design-Builder shall notify the District if any work may result in the disturbance of lead-containing building materials.

(3) Design-Builder shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Design-Builder and its employees will be providing services for the District, and because the Design-Builder's work may disturb lead-containing building materials, DESIGN-BUILDER IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of Law

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated construction work includes, but is not limited to, the following:

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Design-Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Design-Builder shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Design-Builder's Liability

If the Design-Builder fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Design-Builder will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Design-Builder to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Design-Builder to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Design-Builder shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Design-Builder.

THE DESIGN-BUILDER HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;

2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGN-BUILDER. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

IMPORTED MATERIALS CERTIFICATION

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: □ Delivery Firm/Transporter □ Supplier □ Manufacturer
□ Wholesaler □ Broker □ Retailer
□ Distributor □ Other _____

Type of Entity □ Corporation □ General Partnership
□ Limited Partnership □ Limited Liability Company
□ Sole Proprietorship □ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title:

[END OF DOCUMENT]

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Design-Builder currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Design-Builder.

Design-Builder certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Design-Builder has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Design-Builder's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Design-Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Design-Builder who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Design-Builder's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Design-Builder is a sole proprietor, and elects the above option, Design-Builder must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Design-Builder's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Design-Builder under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Design-Builder and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Design-Builder's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Design-Builder under the Contract.

[CONTINUED ON NEXT PAGE]

☐ The Design-Builder, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Design-Builder's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Design-Builder performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Design-Builder's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Design-Builder's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Design-Builder is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Design-Builder's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Design-Builder's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Design-Builder's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Design-Builder.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

DIR REGISTRATION VERIFICATION

(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Design-Builder acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Design-Builder or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Design-Builder acknowledges and agrees that, if Design-Builder fails to list as to any subcontractor of any tier who performs any portion of Work, the Agreement is subject to cancellation and the Design-Builder will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Submitted on and by:

Date: _____

Name of Design-Builder: _____

Signature: _____

Print Name: _____

Title: _____

[END OF DOCUMENT]

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Lori Shelton, Director of Bond Program

DATE: April 9, 2026

RE: Agreement with Rodan Builders, Inc. for Construction Services Associated with Destructive Testing for the El Camino HS Modernization Project

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5: Equity-Centered Systems**
☒ **N/A:** Not Applicable

BACKGROUND:

The South San Francisco Unified School District is currently in the early design phase of the El Camino HS Modernization Project. As part of the schematic design process, the design team has identified the need to conduct a structural investigation of the exterior aggregate walls of the Gymnasium building at El Camino HS.

The District has adopted the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures for the procurement of public construction services pursuant to Public Contract Code § 22000 et seq. Under CUPCCAA, and in accordance with Public Contract Code § 22032, contracts valued at less than $75,000 may be negotiated directly with a qualified contractor without the requirement for a formal competitive bid process. The contract amount for this scope of work falls within this threshold. Rodan Builders, Inc. was engaged through a negotiated contract process consistent with CUPCCAA requirements and Public Contract Code § 22032.

FISCAL IMPLICATIONS:

The total lump sum amount is $61,000.00. This will be paid for through the Measure T Bond Program (Fund 21)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Rodan Builders, Inc. for Construction Services associated with destructive testing for the El Camino HS Modernization Project in the amount of $61,000.

RODAN BUILDERS, INC.
3486 Investment Blvd., Suite B, Hayward, CA 94545 ▪ P 650.508.1700 ▪ F 650.508.1705

3/16/26

Michael Carson
Kitchell CEM
398 B Street
South San Francisco, CA 94080

Bid Proposal – El Camino High School Gym Destructive Testing

Based on Sheets A.26, SSK-001, and SSK-002, dated 2/24/2026

Scope of work included at ***Exterior Areas 1.1, 1.2, and 2***:

- Scan each area to determine the pattern and location of existing rebar
- Extract a core sample of the concrete wall at each area per the location indicated in the details
- Chip away within the limits in the details to expose the existing rebar for verification by the engineering team.
- Patch back the exposed aggregate wall at each location
- Cleanup after each shift

Total Bid **$61,000.00**

Clarification/Exclusions:

1. Hazmat Abatement
2. Interior demo and patch back of Area 3
3. Visual inspections, testing, engineering
4. Bonding

Please feel free to reach out with any questions.

Sincerely,

Chip Brennand

Chip Brennand
Rodan Builders, Inc.
650-740-5355

AGREEMENT FOR CONSTRUCTION SERVICES
El Camino HS Gym Destructive Testing

AGREEMENT NUMBER 26018

THIS AGREEMENT is made and entered into this **27th** day of **March**, **2026**, by and between **Rodan Builders, Inc.** ("Contractor") and South San Francisco Unified School District ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of **Sixty-One Thousand Dollars and No Cents** (**$61,000.00**) ("Contract Price"), the following services ("Services" or "Work"):

   Refer to Exhibit A.

2. Payment for the Work shall be made in accordance with the Terms and Conditions.

3. Contractor shall perform the Work at **El Camino High School located at 1320 Mission Rd. South San Francisco, CA 94080** ("Site"). The Project is the scope of Work performed at the Site.

4. Work shall begin upon issuance of the District's Notice to Proceed and shall be completed by **April 5, 2026** ("Completion Date").

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

5. [RESERVED]

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

5. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

____ ~~Notice to Bidders~~	____ ~~Disabled Veterans' Business Enterprise Participation Certification~~
____ ~~Instructions to Bidders~~	____ ~~Asbestos & Other Hazardous Materials Certification~~
____ ~~Bid Form and Proposal~~	____ ~~Lead Product(s) Certification~~
____ ~~Bid Bond~~	____ ~~Roofing Project Certification~~
__X__ Noncollusion Declaration	__X__ DIR Registration Verification
____ ~~Iran Contracting Act Certification~~	__X__ Insurance Certificates and Endorsements
____ ~~Off-Road Diesel-Fueled Fleet Certification~~	__X__ Performance Bond
____ ~~Designated Subcontractors List~~	__X__ Payment Bond
__X__ Notice to Proceed	____ Specifications
__X__ Prevailing Wage Certification	____ Plans
__X__ Workers' Compensation Certification	____ Special Conditions
__X__ Criminal Background Investigation / Fingerprinting Certification	__X__ Exhibit "A" ("Scope of Work")
	____ _____ [Other]
	____ _____ [Other]

6. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.

7. The Design Professional In General Responsible Charge for the Project is **Multistudio, Inc.** ("Architect"), the construction manager on the Project is **Michael Carson** ("Construction Manager"), and the project inspector on the Project is **not applicable.** ("Project Inspector"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

8. Inspection and acceptance of the Work shall be performed by **Calvin Wong or Michael Carson** of the **Bond Department** of the District.

9. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return

receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District	**Contractor**
South San Francisco Unified School District ATTN: Lori Shelton, Director of Bond Program 398 B Street South San Francisco, CA 94080 EMAIL: lshelton@ssfusd.org	Rodan Builders, Inc. ATTN: Gary Chen, Secretary 3486 Investment Blvd. Suite B Hayward, CA 94545 EMAIL: gchen@rodanbuilders.com

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

10. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

11. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

12. Each exhibit attached hereto is hereby incorporated herein by reference.

13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.

14. This Contract may be executed in one or more counterparts, and all counterparts together shall be construed as one document. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

15. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2026

South San Francisco Unified School District

Signature: _____

Print Name: Ted O

Print Title: Assistant Superintendent, Business Services,

Address: 398 B Street
South San Francisco, CA 94080

E-Mail: tedo@ssfusd.org

Dated: March 26, 2026

Contractor: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Print Title: Secretary

License No.:

Registration No.:

Address: 3486 Investment Blvd. Suite B
Hayward, CA 94545

E-Mail: gchen@rodanbuilders.com

Information regarding Contractor:

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
__X__ Corporation, State: California
____ Limited Liability Company
____ Other: _____

20-2164714 :
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. STANDARD OF CARE: Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.

3. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

4. PERMITS, LICENSES AND REGISTRATION: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.

5. [RESERVED]

6. [RESERVED]

7. LABOR, MATERIALS AND EQUIPMENT: Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

8. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.

9. INDEPENDENT CONTRACTOR: Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.

10. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. [RESERVED]

15. [RESERVED]

16. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

17. [RESERVED]

18. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

19. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

20. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. Costs imposed by the government on sales or importation of goods or materials including, without limitation, tariffs or taxes, are not Force Majeure.

21. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

22. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or

omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

23. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

24. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

25. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

26. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

27. AUDIT. Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of this Contract and for five (5) years thereafter. Contractor shall permit District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Work covered by this Contract. Audit(s) may be performed at any time, provided that District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

28. CHANGE IN SCOPE OF WORK:

28.1. Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof

shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor shall include maximums of ten percent (10%) mark-up for all tiers of subcontractors, five percent (5%) for overhead and profit, and two and one-half percent (2.5%) for bonds and insurance. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

28.2. Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

29. INDEMNIFICATION:

29.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District and its Governing Board, agents, representatives, employees, consultants, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

29.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

29.3. Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

29.4. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

29.5. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

29.6. The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

30. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond

and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

31. CONTRACTOR'S INSURANCE:

31.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 5,000,000
General Aggregate	$ 10,000,000
Automobile Liability Insurance - Any Auto	
Combined Single Limit	$ 1,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	$ 1,000,000

31.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

31.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

31.2. Proof of Insurance. The Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

31.2.1. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation notice will be sent, and length of notice period.

31.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days after date of mailing notice."

31.2.3. An endorsement stating that the District and its Governing Board, agents, representatives, employees, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance, and Employers' Liability Insurance.

31.2.4. All policies except the Workers' Compensation Insurance, and Employers' Liability Insurance Policies shall be written on an occurrence form.

31.2.5. An endorsement stating that Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by District.

31.2.6. An endorsement stating that there shall be a waiver of any subrogation.

31.2.7. Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

31.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the District.

32. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of two (2) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

33. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of any student, parent, personnel, and/or disciplinary information that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract.

34. LIMITATION OF DISTRICT LIABILITY: District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

35. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

36. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded. Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at http://www.dir.ca.gov/. In addition, the Contractor and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors.

36.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

36.2. DIR Registration Verification: Within thirty (30) days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Contractor and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and update the DIR Registration Verification including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

36.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file online directly to the DIR on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed on the Project at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual

per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work. Within ten (10) days any written request by the District, Contractor and its subcontractors shall provide CPRs. If Contractor or its subcontractors fail to comply within the 10-day period, District shall notify the Labor Commissioner, who may request penalties be withheld from progress payments then due.

36.4. Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

37. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

38. [RESERVED]

39. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 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, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

40. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

41. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

42. TERMINATION:

42.1. If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to Contractor. Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of Contractor's failure to perform and complete the Contract. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

42.2. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District

giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the options available to the District under a termination for cause.

42.3. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

43. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

44. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

45. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

46. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

47. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

48. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

49. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

50. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

51. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

52. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

53. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

EXHIBIT "A"

SCOPE OF WORK

Consultant's entire Proposal is **not** made part of this Agreement.

Project: El Camino HS Gym Destructive Testing

Address: 1320 Mission Rd., South San Francsico, CA 94080

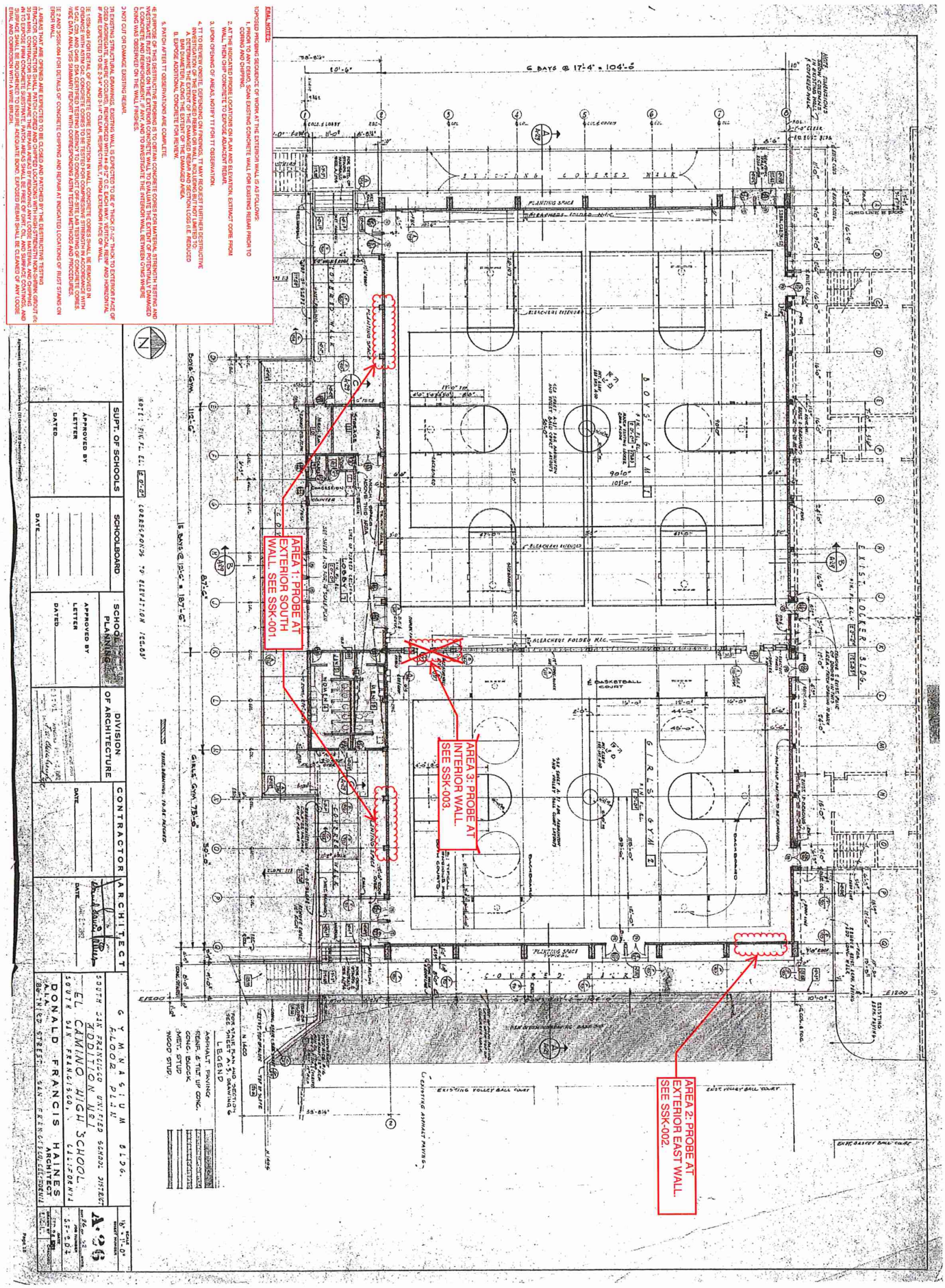
Scope detail on sheets A.26, SSK-001, and SSK-002 dated 2/24/2026

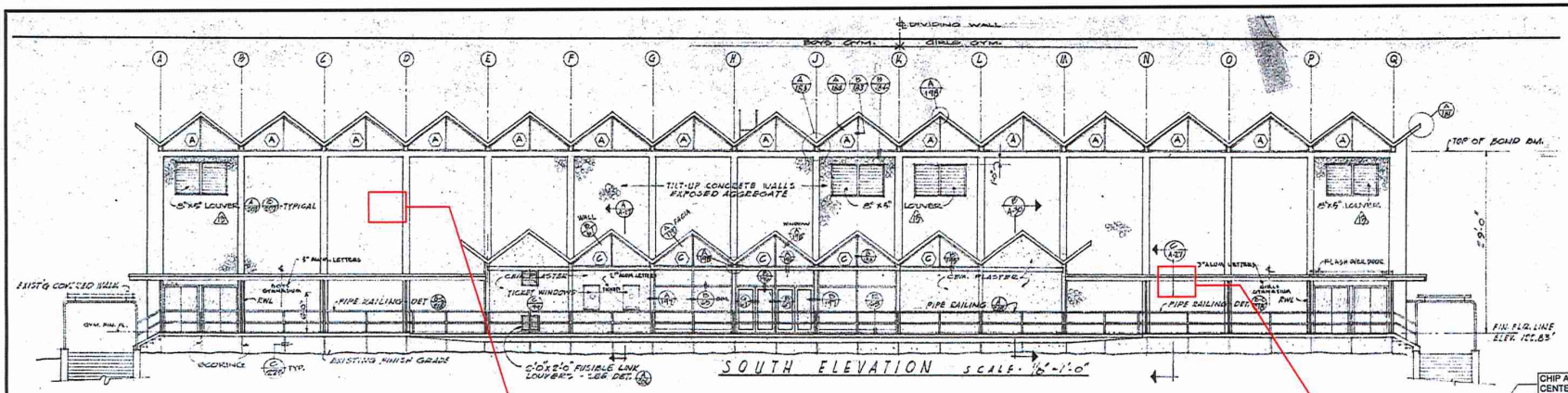
Scope of work included at Exterior Areas 1.1, 1.2, and 2:

1. Scan each area to determine the pattern and location of existing rebar.
2. Extract a core sample of the concrete wall at each area per the location indicated in the details.
3. Chip away within the limits in the details to expose the existing rebar for verification by the engineering team.
4. Patch back the exposed aggregate wall at each location per provided sheets A.26, SSK-001, and SSK-002.
5. Clean up after each shift.
6. Perform weekend work as necessary.

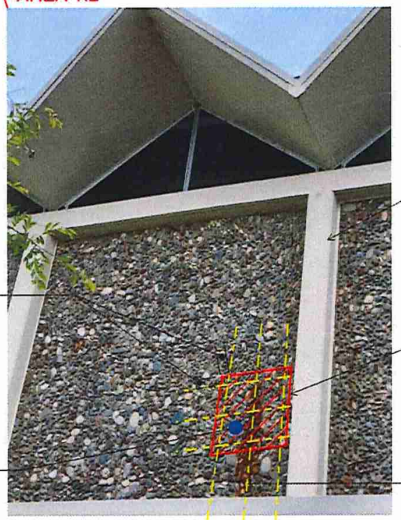
Excludes:

1. Hazmat Abatement.
2. Interior demo and patch back of Area 3.
3. Visual inspections, testing, engineering.


AREA 1: PROBE AT EXTERIOR SOUTH WALL. SEE SSK-001.
AREA 2: PROBE AT EXTERIOR EAST WALL. SEE SSK-002.
AREA 3: PROBE AT INTERIOR WALL. SEE SSK-003.
SUPT. OF SCHOOLS
SCHOOLBOARD
SCHOOL PLANNING
DIVISION OF ARCHITECTURE
CONTRACTOR
ARCHITECT
GYMNASIUM BLDG. FLOOR PLAN
EL CAMINO HIGH SCHOOL
DONALD FRANCIS HAINES
A-26

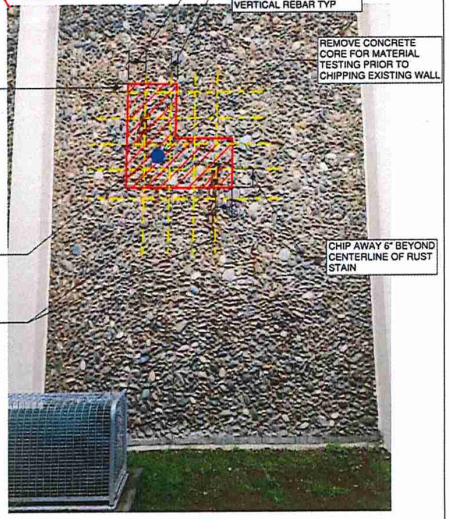


AREA 1.2



1 SOUTH WALL PROBING ELEVATION 1

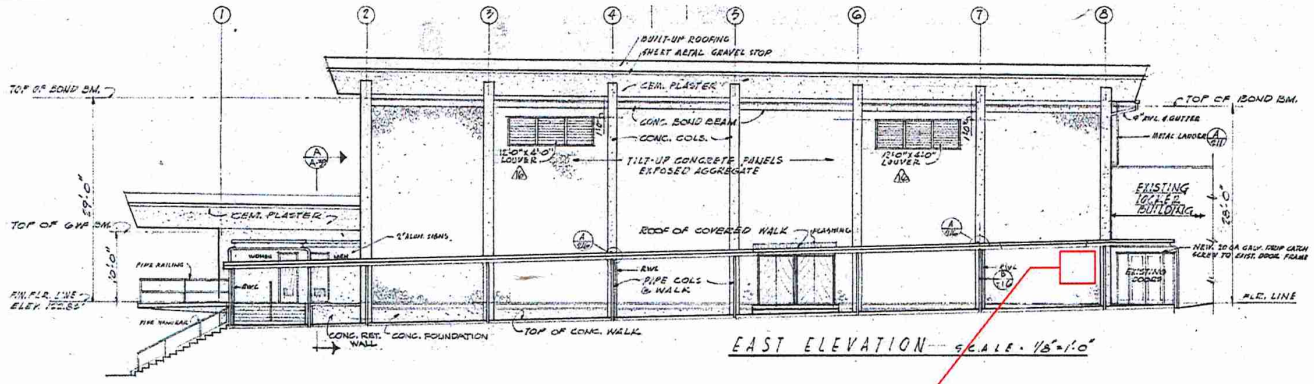
AREA 1.1



2 SOUTH WALL PROBING ELEVATION 2

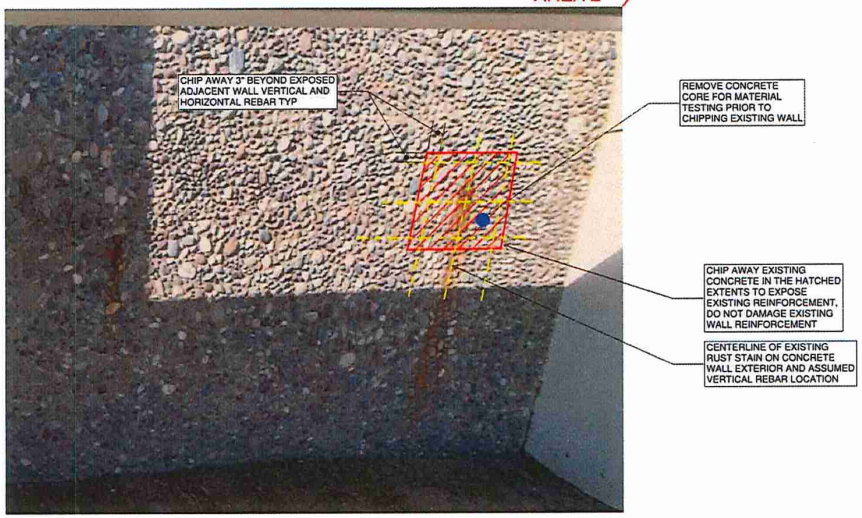
NOTES:
1. REFER TO GENERAL NOTES ON MARKUP OF SHEET A-26.

Thornton Tomasetti	PROJECT: EL CAMINO HS DESTRUCTIVE PROBING	SUBJECT: ECHS UNIT G (GYM) - SOUTH WALL PROBE ELEVATIONS	SSK-001
	REFERENCE: BY: FF/JF DATE: 02/24/2026		



EAST ELEVATION — SCALE: 1/8"=1'-0"

AREA 2



1 EAST WALL PROBING ELEVATION 1

NOTES:
1. REFER TO GENERAL NOTES ON MARKUP OF SHEET A-26.

Thornton Tomasetti	PROJECT: EL CAMINO HS DESTRUCTIVE PROBING	SUBJECT: ECHS UNIT G (GYM) - EAST WALL PROBE ELEVATIONS	SSK-002
	REFERENCE: / BY: FF/JF / DATE: 02/24/2026		

NONCOLLUSION DECLARATION
Public Contract Code Section 7106

TO BE EXECUTED BY CONTRACTOR AND SUBMITTED WITH CONTRACT

The undersigned declares:

I am the Secretary (Title) of Rodan Builders, Inc. (Bidder Name),
the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on this 26th day of March, 2026 at Hayward, California (City, State).

Proper Name of Bidder: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

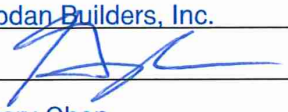
Title: Secretary

PREVAILING WAGE CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project, including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: March 26, 2026

Proper Name of Contractor: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

WORKERS' COMPENSATION CERTIFICATION

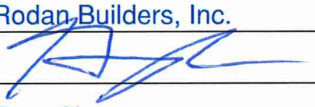
Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: March 26, 2026

Proper Name of Contractor: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

☑ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: March 26, 2026

Proper Name of Contractor: Rodan Builders, Inc.

Signature: _____

Print Name: Gary Chen

Title: Secretary

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

DIR REGISTRATION VERIFICATION
(Labor Code Section 1771.1)

PROJECT: El Camino HS Gym Destructive Testing

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

DIR REGISTRATION VERIFICATION
(Labor Code Section 1771.1)

PROJECT: El Camino HS Gym Destructive Testing

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: None

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

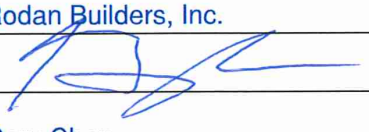
Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: March 26, 2026

Name of Contractor: Rodan Builders, Inc.

Signature: 

Print Name: Gary Chen

Title: Secretary

END OF DOCUMENT

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director – Facilities & Safety

DATE: April 9, 2026

RE: Agreement with Miracle PlaySystems for Design, Procurement, and Installation of Playground Equipment for the TK Classroom Project at Junipero Serra Elementary School

---

ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

As part of the TK Classroom Project at Junipero Serra Elementary School, new age-appropriate and compliant playground equipment is required to support the TK program and comply with educational and safety standards.

The attached agreement incorporates a competitively procured cooperative purchasing contract through Sourcewell (Contract No. 101625-PLP), awarded to PlayPower, Inc., with Miracle PlaySystems serving as an authorized vendor and installer.

The District is an active participating agency of Sourcewell and is authorized to utilize this contract pursuant to Government Code section 6500 et seq., which permits cooperative purchasing between public agencies.

The District is utilizing an agreement Incorporating the JPA Contract, rather than issuing a separate bid or Board resolution, as this procurement method satisfies all applicable public contracting requirements.

FISCAL IMPLICATIONS:

By this action: $246,579.96 will be paid from the Capital Facilities Fund (Fund 25).

RECOMMENDATIONS:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Miracle PlaySystems for the design, procurement, and installation of playground equipment for the TK Classroom Project at Junipero Serra Elementary School in the amount of $246,579.96.

AGREEMENT INCORPORATING JOINT POWERS AUTHORITY SOURCEWELL CONTRACT FOR PLAYGROUND EQUIPMENT WITH INSTALLATION AND RELATED MATERIALS AND SUPPLIES WITH MIRACLE PLAYSYSTEMS

This Agreement ("Agreement") is entered into on April 10th 2026, by and between South San Francisco Unified School District ("District") and Miracle Playsystems ("Vendor") (collectively referred to as the "Parties," and individually as a "Party") through a master agreement procured by Sourcewell, formerly known as the National Joint Powers Alliance or NJPA ("Sourcewell"), with PlayPower, Inc., Contract # 101625-PLP as follows:

RECITALS

WHEREAS, the District wishes to purchase and install playground equipment along with related materials and supplies that are manufactured by Miracle Playsystems, Inc. (the "Products") from Vendor, an authorized dealer and installer of the Products, in a cost-effective manner at Junipero Serra Elementary School, 151 Victoria Street, Daly City, California 94015 ("Site");

WHEREAS, Section 6500 *et seq*. of the California Government Code, inclusive of Section 6502, provides that two or more public agencies, if authorized by their legislative or other governing bodies, may jointly exercise any power common to them by forming a Joint Powers Association ("JPA"), even though one or more of the JPA members may be located outside the State of California;

WHEREAS, Section 6502 provides that it shall not be necessary that any common power be exercisable with respect to the geographical area in which such power is to be jointly exercised;

WHEREAS, Sourcewell is a public agency that operates under the legislative authority of the Minnesota State Legislature's Service Cooperative Statute that follows procurement procedures for products and services in accordance with Minnesota Uniform Municipal Contracting Law, Minnesota Statute section 471.345, and is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23) to serve all government, education, and non-profit agencies nationally;

WHEREAS, the District is a participating public agency member of Sourcewell;

WHEREAS, the District and Sourcewell have the common power to contract;

WHEREAS, on or about August 21, 2025, Sourcewell, on behalf of all participating public agencies, published its Request for Proposal for Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services, RFP #101625 in various national and state publications and on the Sourcewell website;

WHEREAS, PlayPower, Inc. ("PlayPower") submitted a proposal to the RFP offering a comprehensive selection of playground products, installation services, and related equipment and supplies ("PlayPower's Proposal");

WHEREAS, Sourcewell awarded PlayPower a contract (Sourcewell Contract Number 101625-PLP) under the RFP, incorporating PlayPower's Proposal with an effective start date of January 6, 2026, and an expiration date of December 17, 2029, which may be renewed for three additional one (1)-year terms, through December 17, 2032, upon the request of

Sourcewell and written agreement by PlayPower. Sourcewell Contract Number 101625-PLP and PlayPower's Proposal are attached as **Exhibit A**, which documents are incorporated herein in their entirety by this reference ("JPA Contract");

WHEREAS, Vendor is a Responsible Supplier of PlayPower listed in PlayPower's Proposal;

WHEREAS, the District, pursuant to Section 6500 *et seq*. of the California Government Code, desires to utilize the JPA Contract for purchase of the Products;

WHEREAS, Vendor is prepared to provide the District with, and install, the Products in accordance with the terms of the JPA Contract.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:

    1.1. The JPA Contract attached hereto as **Exhibit A,** all other documents attached thereto or incorporated therein by reference, including, without limitation, the RFP, and any and all amendments or term extensions to the JPA Contract.

    1.2. Vendor's Scope of Work, dated February 24, 2026, which is attached hereto as **Exhibit B.**

    1.3. The following certifications/documents attached hereto: Prevailing Wage Certification, Workers' Compensation Certification, Criminal Background Investigation / Fingerprinting Certification, Asbestos & Other Hazardous Materials Certification, Lead-Product(s) Certification, Registered Subcontractors List and Off-Road Diesel-Fueled Fleet Certification, if applicable.

    1.4. The performance bond, payment (labor and material) bond, and the certificate(s) and endorsement(s) of insurance required hereunder.

2. To the extent any term or condition of this Agreement is inconsistent with the JPA Contract, this Agreement shall control over all other contradictory provisions in the JPA Contract except for the Scope of Work, delivery, payment, venue, jurisdiction, termination for convenience, prevailing wage, term, or other provisions required by California law, in which case this Agreement shall control over all other contradictory provisions in the JPA Contract.

3. Vendor agrees to sell and supply and deliver to and install all Products and perform and complete the Scope of Work at the Site as further described in **Exhibit B** attached hereto and pursuant to this Agreement. The Project is the Scope of Work completed at the Site.

4. **Pricing Acknowledgment and Certification.** Vendor hereby acknowledges and certifies that the Products identified in **Exhibit B** are available under the JPA Contract and the prices under **Exhibit B** are equal to or less than those offered under the JPA Contract.

5. **Compensation.** The not-to-exceed purchase price for the Products, including installation, shall be Two Hundred Forty-Six Thousand, Five Hundred Seventy-Nine and 96/100 Dollars ($246,579.96) (the "Contract Price"), as more specifically identified in **Exhibit B**. The Contract Price consists of the cost of all fully-installed Products at the Site, including, without limitation, shipping, taxes, and all Work according to **Exhibit B**.

6. **Payment.** On a monthly basis, Vendor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Agreement as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Vendor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

7. **Schedule; Completion Date.** Vendor shall perform and complete the scope of Work according to a schedule to be mutually agreed to by the Parties. Work shall begin upon District's issuance of the Notice to Proceed and shall be completed by ***June 26th, 2026*** ("Completion Date").

8. **Labor Code Requirements.** Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District or available online at http://www.dir.ca.gov/. In addition, Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

    8.1. **Registration**: Vendor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

    8.2. **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Agreement, whichever occurs first, Vendor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Vendor and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Agreement (PWC-100 form). Vendor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

    8.3. **Certified Payroll Records**: To the extent applicable, Vendor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file online directly to the DIR on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by the Vendor and/or each subcontractor in connection with the Work. Within ten (10) days any written request by the District, If applicable, Vendor and its subcontractors shall provide CPRs. If Vendor or its subcontractors fail to comply within the 10-day period, District shall notify the Labor Commissioner, who may request penalties be withheld from progress payments then due..

8.4. **Labor Compliance**: To the extent applicable, Vendor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

9. **Claims.** In the event of any demand by Vendor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by District under the Agreement, (B) payment by District of money or damages arising from work done by, or on behalf of, Vendor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Vendor is not otherwise entitled to, or (C) an amount of payment disputed by District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Vendor and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of District.

10. **Payment Bond and Performance Bonds**. Vendor shall not commence the Work until it has provided to District, in a form acceptable to District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to District.

11. **Insurance**. Vendor shall not commence the Work until all insurance required under the JPA Contract has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance.

12. **Termination for Convenience.** In addition to the termination rights of the Parties set forth in the JPA Contract, District shall have the right to terminate this Agreement for convenience and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice, addressed as set forth in the JPA Contract, by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by Vendor or no later than three (3) days after the date of mailing,

whichever is sooner. Notwithstanding any provision to the contrary, this Termination for Convenience provision shall control over any contradictory provision in the JPA Contract.

13. **Miscellaneous Provisions.**

13.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.

13.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between District and Vendor and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

13.3. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in the County of San Mateo, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the JPA Contract.

13.4. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.

13.5. This Agreement may be executed in several counterparts. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED, and signed on the dates indicated below:

South San Francisco Unified School District	**Miracle PlaySystems**
Date: _____, 2026	Date: _____, 2026
By: _____	By: _____
Title:_____	Title:_____
Address: South San Francisco Unified School District 398 B St South San Francisco, CA 94080	Address: Miracle PlaySystems 1276 S Main St. Salinas, CA 93901

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PREVAILING WAGE CERTIFICATION AND
RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Vendor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Vendor 's employees, subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Vendor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Vendor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Vendor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Contract.

☐ The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Vendor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Vendor 's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;**"** and/or

☐ The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Vendor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Vendor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Vendor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District.

Vendor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.

Vendor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Equipment Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because Vendor and its employees will be providing services for the District, and because Vendor's work may disturb lead-containing building materials, VENDOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that Vendor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Vendor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Vendor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Vendor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Vendor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of Vendor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Vendor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND VENDOR.

Date: _____

Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Vendor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Vendor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Vendor acknowledges and agrees that, if Vendor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and Vendor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Portion of Work: _____

Subcontractor Name: _____

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Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Principal/Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Trustees ("Board") of the South San Francisco Unified School District ("District") and Miracle Playsystems ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Junipero Serra Elementary School – Playground Equipment

("Project" or "Contract") which Contract dated _____, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____

Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship,

and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Vendor/Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
CONTRACTOR'S LABOR & MATERIAL BOND
(100% OF CONTRACT PRICE)

(Note: Principal/Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Trustees ("Board") of the South San Francisco Unified School District ("District") and Miracle Playsystems ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Junipero Serra Elementary School – Playground Equipment

("Project" or "Contract") which Contract dated _____, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Vendor/Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

(1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

(2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

(3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.

(4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

(1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

(2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.

(3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.

(4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.

(5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Title: _____

Vendor must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT

EXHIBIT A

Sourcewell Contract Number #101625-PLP

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

MASTER AGREEMENT #101625
CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services
SUPPLIER: PlayPower, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive, #100, Huntersville, NC 28078 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:

   a) Playground Equipment

   and at least one of the following:

   b) Water Play or Aquatic Equipment);
   c) Outdoor Site Amenities and Furnishings; and
   d) Outdoor Fitness .

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	PlayPower, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rich Albright 056F545DA18B46C...
By: _____	By: _____
Jeremy Schwartz	Rich Albright
Title: Chief Procurement Officer	Title: Vice President/General Manager
Date: 1/6/2026 | 6:09 PM CST	Date: 1/6/2026 | 1:20 PM CST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Slte Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name:	PLAYPOWER, INC.
Does your company conduct business under any other name? If yes, please state:	NC
Address:	11515 VANSTORY DR. STE 100 HUNTERSVILLE, NC 28078
Contact:	Inc. PlayPower
Email:	brandy.clory@playpower.com
Phone:	417-354-2509
Fax:	417-354-2509
HST#:	43-1681424

Submission Details

Created On:	Wednesday September 10, 2025 15:15:48
Submitted On:	Thursday October 16, 2025 15:36:32
Submitted By:	Inc. PlayPower
Email:	brandy.clory@playpower.com
Transaction #:	743a84e3-e5ef-4b4d-95b7-312a3eefdb18
Submitter's IP Address:	147.243.172.231

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PlayPower, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Miracle Recreation Equipment Company PlayPower LT Farmington, Inc. Playworld Systems Inc. E-Z-Dock, Inc. Shade Structures, Inc. Wabash Valley Manufacturing Inc. Soft Play - Playtime, LLC No Fault LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Miracle Recreation Equipment Company: Cage: 3Y251 UEI: ZEDZXAZD8BM6 PlayPower Lt Farmington, Inc: Cage: 1DSL3 UEI: L86VSX3PNNL8 Playworld Systems Inc: Cage: 1EJ63 UEI: J3DNXNA1ALK7 E-Z-Dock, Inc: Cage: 3BFJ8 UEI: CJLNNGH6RGU5 Shade Structures, Inc: Cage: 4HG41 UEI: KPW7BLUM5NR7 Wabash Valley Manufacturing Inc: Cage: 0FTL0 UEI: S461LC2F9L11 Soft Play - Playtime, LLC: Cage: 4HZ31 UEI: MSEZAJ93Y2D5 No Fault LLC: Cage: 9HHT1 UEI: PWG6DEZWHX75

5	Provide your NAICS code applicable to Solutions proposed.	Below are the codes noted on our SAM registrations. 238990 - All Other Specialty Trade Contractors 314999 - All Other Miscellaneous Textile Product Mills 332311 - All Other Miscellaneous Textile Product Mills 326199 - All Other Plastics Product Manufacturing 332312 - Fabricated Structural Metal Manufacturing 334512 - Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use 336611 - Ship Building And Repairing 337127 - Institutional Furniture Manufacturing 339920 - Sporting And Athletic Goods Manufacturing 339999 - All Other Miscellaneous Manufacturing 423910 - Sporting And Recreational Goods And Supplies Merchant Wholesalers 488310 - Port And Harbor Operations 488390 - Other Support Activities For Water Transportation 561210 - Facilities Support Services 713930 – Marinas 713940 - Fitness And Recreational Sports Centers 713990 - All Other Amusement And Recreation Industries
6	Proposer Physical Address:	11515 Vanstory Drive #100, Huntersville, NC 28078 *
7	Proposer website address (or addresses):	www.PlayPower.com *
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	W. Todd Brinker Senior Vice President, Commercial Growth 11515 Vanstory Drive #100, Huntersville, NC 28078 Phone: 704-576-7928 *
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brandy D. Clory PlayPower Contracts Manager 878 E Highway 60 Monett, MO 65708 Phone: 417-354-2509 *
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maura Garcia – EZ Dock Phone: 417 -737-2110 Email: maura.garcia@playpower.com Brett Kidd - Little Tikes Commercial Phone: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Email: Mike.Sutton@playpower.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Brandy Clory – PlayPower Inc Phone: 417-354-2509 Email: brandy.clory@playpower.com Rich Albright - Soft Play Phone: 929-496-8897 Email: Rich.albright@playpower.com Whitney Klen – USA Shade & Wabash Valley Phone: 512-915-7800 Email: whitney.klen@USA-Shade.com Michele Munson – No Fault LLC Phone: 225-247-7449 Email: Michele.munson@nofault.com *

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Our PlayPower team is not merely a playground equipment company; we're a family of brands that are dedicated to strengthening families, building lasting friendships, and encouraging people of all ages and backgrounds to experience the power of play! We realize the power that play can bring to unite a community and thus we seek to inspire by bringing fun and laughter to children and adults every day. Together, our PlayPower family has become a global leader in producing superior recreational equipment that has been beneficial to communities over many generations. PlayPower is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal watercraft, innovative surfacing products and indoor contained play structures. Our PlayPower family offers full turnkey solutions to meet the specific recreational needs of communities everywhere. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland, and Scotland. PlayPower's VISION is to be the leader in the development of legendary, innovative, and inclusive play and recreation experiences worldwide. PlayPower's MISSION is to engineer and manufacture recreational equipment that is safe, inclusive, highly durable, and easy to maintain so that the communities we serve can focus on fun! PlayPower's GOAL is to continue to be recognized as the trailblazer for inspiring and creating innovative products while providing excellent customer service. We will continue to leverage our brands globally to the benefit of all who use our products, and to our customers, employees, and shareholders. PlayPower VALUES honesty, integrity, respect and care for others, inclusivity, sustainability, transparency, collaboration, accountability, passion, purpose, and promotion of community engagement. PlayPower originally began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: Miracle Recreation Equipment Company Little Tikes Commercial Playworld Wabash Valley EZ Dock USA Shade & Fabric Structures Soft Play/Playtime No Fault Tayplay HAGS PlayPower's companies are leaders in the markets in which they serve, and in combination, have HUNDREDS of years of experience bringing play and recreation to life.
12	What are your company's expectations in the event of an award?	Here at PlayPower, we believe that partnership extends beyond contracts. We greatly appreciate the opportunities we have had to work hand in hand with Sourcewell to bring recreation and joy to the many communities we serve. Our PlayPower teams have a long track record of going above and beyond for our Sourcewell agencies, and welcoming them to our PlayPower family as valued members of our team. Together with our Sourcewell partners, PlayPower is excited to continue to bring the power of play to the many wonderful communities of our Sourcewell agencies throughout the US and Canada. Our teams at PlayPower will continue engaging our Sourcewell agencies with our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault. We will continue to employ our Sourcewell contract as our primary North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows Our goal, with having 8 of our strongest brands in our portfolio, would be at a minimum, to exceed $60M annually in total contract sales over the term of the contract, including equipment, installations, and ancillary products and services.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	PlayPower is a company with more than $500M in annual sales. We employ more than 1,800 individuals, working in 9 manufacturing facilities around the world, supporting 12 world-class brands. PlayPower is currently owned by the private equity firm Littlejohn & Co, with $8B in assets under management. Please see https://littlejohnllc.com/ for additional details. However, it was announced in a press release on September 15, 2025 that Littlejohn & Co has sold PlayPower to Platinum Equity. That sale is expected to have regulatory approval to close by the end of 2025. Press release can be found here: https://www.platinumequity.com/news/platinum-equity-to-acquire-playpower/. Platinum has more than $50B in assets under management. More details can be found through their direct website here: https://www.platinumequity.com/.	*
14	What is your US market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's Outdoor Playground equipment market share in the US is 26.0%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's outdoor Canadian market share is 32.0%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. is best described as a manufacturer of recreational equipment, indoor and outdoor playground equipment, outdoor furnishings, fabric shade structures, floating dock systems, and playground surfacing. With a few exceptions, PlayPower Inc. operates with independent representatives / vendors that manage sales within all areas of North America and Internationally. All representatives are contractually responsible for selling and installing all products proposed within this RFP. In addition, all of PlayPower's employees and independent representatives / distributors / vendors are certified and factory trained to repair and service PlayPower's recreation and playground equipment, equipment and materials. We have included our list of representatives for each of our brands with this RFP.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell our products in all 50 states, 10 Canadian provinces, along with many international locations. We are committed to providing Sourcewell agencies with a safe, enjoyable, inclusive, family friendly environment to play and grow. Our commitment to our Sourcewell agencies begins by meeting and / or surpassing safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. In addition to exceeding these standards and guidelines, we also actively participate in ASTM and CPSC development, and we are active members of IPEMA. Our employees, sales representatives, distributors, vendors and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. Our PlayPower team has the knowledge, expertise and experience to develop safe recreational play environments that build positive community fellowship and unity. Our team seeks to inspire communities, encourage imaginative and interactive play, promote inclusivity, and bridge generational gaps through the power of play. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in all of PlayPower's outdoor brand catalogs signifies that PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's website to confirm product certification which can be found here: https://ipema.org/certified-product/.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Chicago Athenaeum: Museum of Architecture and Design awarded The Good Design Award to: - Quito by Playworld in 2023 - Tot Builders by Little Tikes Commercial in 2023 - Miracle Machines by Miracle Recreation in 2024	*
21	What percentage of your sales are to the governmental sector in the past three years?	Below are the sales averages for the government sector per brand for the past three years combined. - Little Tikes: 44% - Miracle: 47% - Playworld: 45% - Soft Play: 10% - USA Shade: 28% - Wabash Valley: 30% - EZ Dock: 10%	*
22	What percentage of your sales are to the education sector in the past three years?	Below are the sales averages for the education sector per brand for the past three years combined. - Little Tikes: 38% - Miracle: 40% - Playworld: 43% - Soft Play: 2% - USA Shade: 46% - Wabash Valley: 50% - EZ Dock: 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	PlayPower currently holds an active Sourcewell contract which has an average annual sales of approximately $57Million per year. We currently hold an active CMAS contract which has an average annual sales of approximately $4Million per year. We also have an active NASPO ValuePoint contract that encompasses NASPO state participating addendums with Arizona, Arkansas, Hawaii, Iowa, Kentucky, Missouri, Nebraska, New Mexico, Oklahoma, Oregon, South Carolina, South Dakota, Utah, and Washington, which has a total average annual sales of approximately $2Million per year combined. We hold a CoStars contract which has an average annual sales of approximately $50,000 per year and we also hold contracts with NJ Start which has an average annual sales of approximately $200,000 per year. We also hold several local contracts with schools and/or municipalities which piggyback off our Sourcewell contract.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our USA Shade brand is the only PlayPower brand in our Sourcewell contract with an active GSA contract in which they have an average annual sales of approximately $250,000 per year.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Knoxville Parks & Recreation	Joel Asher, Maintenance Superintendent	(865) 215-1703	*
Fairfax County Public Schools	Brandon A. Phillips, Office of Facilities Management	(703) 802-7500	*
Dearborn Public Schools	Mark Andrews, Director of Operations	(313) 590-9783	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	PlayPower's vast team of over 1,800 professional sales representatives, distributors, and vendors are eager to provide excellent service to Sourcewell members. PlayPower's large, diverse portfolio and sales network provides a significant advantage for Sourcewell agencies by providing turnkey solutions to meet their recreational and playground needs within an all-in-one source.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PlayPower's local representatives and distributors typically operate as exclusive independent, agencies. There are a few exceptions, where sales territories are managed through direct PlayPower employees.	*
28	Service force.	All representatives, distributors, vendors, and installers are professionally trained and certified to either sell and / or service our products. Included is a comprehensive global list of representatives for each brand.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of PlayPower's brands contains representatives/distributors that will vary by geographic location. Please refer to the most current distributor listing for each brand which has been provided with this RFP submittal. Once the Sourcewell agency has communicated the intent to make a purchase through our Sourcewell contract to our representative, our representative will confirm that the price quoted matches the purchase order and is discounted according to the terms of the contract. The price quoted will contain the appropriate pricing, Sourcewell contract discounts, freight terms, freight pricing, lead times, and any additional pertinent information that the customer may need or request. Once the final quote is signed and/or the agency purchase order is received, the PlayPower representative will submit an electronic equipment order directly to the corresponding PlayPower company so that the project can be scheduled for manufacturing and assigned a delivery date as requested by the agency. Prior to delivery of the equipment, a delivery driver or associate will reach out to the agency to discuss delivery times and details. Once the equipment is fully manufactured and shipped, an invoice will be generated and mailed to the agency. While this is the typical ordering process, the process can differ slightly based on differing agency requirements, proposal adjustments, etc. during the process.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent representatives typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing excellent service throughout the purchasing journey. If Sourcewell agencies have questions, concerns, or need help with their orders, our brands have dedicated customer support teams that are always happy to help! Each of our many brands can be found on our PlayPower website located at https://playpower.com/. Playworld Systems, Inc. can be reached in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld's Technical support line (800) 233-8404 is available 24/7 but non-urgent calls will be handled during normal business hours 8:00am to 4:30pm EST Monday-Friday. Our Playworld customer service team can also be reached at info@playworld.com for requests. Online chat is also available 8:00am-4:30pm EST on our Playworld website at https://playworld.com. Miracle Recreation Equipment Company can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle's Technical support line (888) 458-2752 seven days a week, 24 hours a day. However, non-urgent calls will be handled during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our Miracle customer service team can also be reached at https://www.miracle-recreation.com/contact/ for requests and we also have online chat available 8:00am-4:30pm EST on our Miracle's website at https://www.miracle-recreation.com/. Little Tikes Commercial can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Technical support line (800) 497-5246 during normal business hours between 8:00am to 5:00pm CST Monday-Friday. Urgent calls during after-hours or weekends can reach our 24-hour Customer Service Hotline by calling 866-LTC-4FUN (866-582-4386). Our Little Tikes customer service team can also be reached through our online contact form at https://response.littletikescommercial.com/contactus or by email at ltc_customer_care@playpower.com to reach our Little Tikes Technical Support team or info@ltcps.com for basic information. For more information, please visit the Little Tikes website at https://littletikescommercial.com/. Wabash Valley can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Wabash Valley Technical support line (800) 253-8619 during the business hours of 8:00am to 5:00pm CST Monday-Friday. Our Wabash Valley customer service team can also be reached by email at WVMSales@WabashValley.com. For more information, please visit the Wabash Valley website at https://wabashvalley.com/. EZ Dock can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our EZ Dock Technical Support and Sales Administration Team can be reached at (800) 654-8168 during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our EZ Dock customer support team can also be reached through our online contact form at https://www.ez-dock.com/contact-form/. For more information, please visit the EZ Dock website at https://www.ez-dock.com/. USA Shade can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our USA Shade Technical Support Team can be reached at (800) 966-5005 during normal business hours from 8:00am to 5:00pm CST Monday-Friday. Our USA Shade customer support team can also be reached through our online contact form at https://www.usa-shade.com/contact-us/. For more information, please visit our USA Shade website at https://www.usa-shade.com/. No Fault can be reached in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809 USA. Our No Fault Technical Support Team can be reached at (800) 232-7766 during normal business hours of 8:00am-5:00pm CST Monday-Friday. For standard information, our No Fault team can be reached at Toll-free: 866-NFSPORT or 866-637-7678. Your No Fault customer support team can also be reached through our online contact form at https://response.nofault.com/contactus. For more information, please visit our No Fault website at https://nofault.com/. Soft Play / Playtime can be reached in writing at 13310 James E. Casey Ave. Englewood, CO 80112 USA. Our Soft Play Technical Support Team or Sales Administration team can be reached at (800) 782-7529 Ext. 3429 during normal business hours 8:00 to 5:00 MDT Monday-Friday. Our Soft Play customer support team can also be reached through our online contact form at https://www.softplay.com/contact-us/. For more information, please visit our Soft Play website at https://www.softplay.com/.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are happy to provide all of our products and services under PlayPower's portfolio to any and all of Sourcewell participating entities within the 50 US states!	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We look forward to providing all of our products and services under PlayPower's portfolio to any and all Sourcewell participating entities in the 10 provinces of Canada as well!	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PlayPower covers ALL geographic areas of the United States and Canada	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	PlayPower happily serves all entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract restrictions that would apply to members in Hawaii, Alaska and / or the US territories. We happily provide our products and services to our Hawaii and Alaska customers as well as all other US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we are proud to partner with all Sourcewell participating nonprofit entities.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing objective is to consistently increase our reach and closure of projects by continuing to pursue / provide high-quality leads while also providing effective sales tools to our sales representatives in presenting the outstanding solutions that our contract provides for participating agencies. Our PlayPower Contracts Manager is dedicated to overseeing and managing our Sourcewell contract, as well as continually distributing leads to the appropriate PlayPower representatives. Our Contracts Manager assists our PlayPower marketing team and reviews Sourcewell marketing materials as they are being developed. From there, our PlayPower Contracts Manager and marketing team will work hand in hand with our teams throughout the US and Canada to promote our contract nationally, including a multi-program approach that overlays our current marketing strategy and future plans. Details of those programs are as follows: CATALOGS / BROCHURES: - Sourcewell Brochures - We have already created brand-specific brochures (Little Tikes Commercial, Miracle, and Playworld) detailing the benefits of our Sourcewell contract which are utilized during sales presentations, trade shows, and other important events. - These brochures are available in print and digital format, for use in multiple ways and are distributed to each of our representatives. - Full Catalogs - Our brand-specific, full-line product catalogs are produced and distributed annually and are available each year in January. - Information regarding the Sourcewell contract is included within each new catalog that we develop annually. WEBSITES: - We have a page specifically dedicated to actively feature and promote the benefits of Sourcewell membership on each of our brand websites shown below: - Miracle: https://www.miracle-recreation.com/planning/our-partners/sourcewell/ - Little Tikes Commercial: https://littletikescommercial.com/sourcewell/ - Playworld: https://playworld.com/sourcewell/ - No Fault: https://nofault.com/resources/ - EZ Dock: https://www.ez-dock.com/resources/njpa/ - USA Shade: https://www.usa-shade.com/about-us/contracts-affiliations/ EMAIL / PR: - Sourcewell will be featured in email campaigns to those individuals that have opted for PlayPower brand-specific e-communication. SOCIAL MEDIA: Content will be posted on brand-specific pages on various social platforms, including Meta (Facebook), X (formerly known as Twitter), and LinkedIn. TRADE SHOWS: - As part of our in-depth trade show plan, we include representation of this program at each trade show, including product brochures. - Little Tikes Commercial, Miracle Recreation, and Playworld, all have large booths and representation at the annual NRPA & ASLA annual tradeshows/conferences, along with several other national trade shows, and hundreds of state and local trade shows. SALES TOOLS / TRAINING: - Brand-specific PowerPoint & Digideck sales presentations were created to discuss selling features and benefits of the program to our rep agency partners. In addition, each of PlayPower's brands has training modules for all employees and representatives. - Regular brand-specific email newsletter to rep agencies (from Sales VP), promoting programs and providing tools for programs. - Rep Agency sales communication portal provides training/sales tools/resources for our sales reps to help promote programs and services. *Examples of our marketing materials as they relate to Sourcewell are included with this RFP submittal*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PlayPower's dedicated marketing team is constantly seeking new and innovative promotion techniques through the use of technology. Our current marketing strategy includes programs that promote our products and services through multiple digital media channels including: - Brand specific websites, on partner and funding pages - Email marketing campaigns - Social media, including Facebook/Meta, X (formerly known as Twitter), and LinkedIn. However, we also maintain promotional videos for each of our brands on YouTube as well. - Geotargeting campaigns promoting our Sourcewell contract

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our goal is for Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its participating agencies. On occasion, we would appreciate the support of a Sourcewell Representative to potentially assist with customer calls and / or visits when needed. We would also appreciate Sourcewell attendance at our annual sales meetings for our outdoor equipment brands when available. In acknowledgement of this, PlayPower Inc. understands the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our website and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all our representatives, partners, distributors / vendors, catalogs, and digital marketing. Our commitment to Sourcewell and its members will always remain transparent and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Project requirements vary from location to location and while most projects are designed most often using standard products, design layouts tend to be very customized. For this reason, e-procurement ordering would be very difficult, so therefore we do not offer e-procurement.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, durable, reliable, and innovative recreational equipment to all communities. Training for our Sourcewell agencies is not required or necessary, however we do offer maintenance and installation training upon request. All our representatives and installers are mandated to complete extensive product training and are certified to assist their customers in training when needed. Sourcewell participating agencies are invited to visit our factories, for touring and training as requested.	*
42	Describe any technological advances that your proposed Solutions offer.	ENGINEERING & DESIGN: Regardless of the Sourcewell participating agency's level of recreation or playground equipment expertise, PlayPower promises to provide as much help as they may need. Sourcewell agencies can virtually design their own playground on our websites for example, or they can work together with our network of professional design consultants that will assist them every step of the way. Our advanced computer-assisted design (CAD) capabilities provide our customers with the most versatile, detailed commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Accurate, up-to-date, direct electronic access to product information is available to all PlayPower personnel. PlayPower sales representatives also have access to our product information, and they are able to conduct on-the-spot designs through our proprietary PlayCreator software for customers. Our consultants have the ability to produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design to meet Sourcewell participating agency needs. Our consultants can also send information directly to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Once developed and finalized, designs (once approved) can then be transmitted to our internal system and scheduled for production. MATERIALS & INNOVATION: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. While we still use our Versalok® II clamping system, GatorGrip® for handrails, Flo-Coat® steel tubing, Mira-Cote® powder coating, Mira-Therm® for play structure steps, ramps, decks and bridges, Naturtek to replicate the actual look and feel of real rocks, trees and stumps, and Gelefish play component configurations, we've also been very busy developing brand new innovative play equipment! We are honored and excited to list a few of our state-of-the-art innovations below: PlayCubes® Sensory Additions have been a fantastic addition to our playground equipment offerings. PlayCubes® Sensory Additions make tactile, visual, and auditory engagement easy for all kids to experience! From spiraling spinners to a textured floor insert, these components inspire greater interaction not only on the playground, but within the community. Our Mighty Descent™ slide is another new addition to our products. We believe that everyone deserves to experience the distinct rush of sliding! Designed with an extra-wide bedway, Mighty Descent encourages visitors of every age and ability level to share in cross-generational fun as they race down its signature slope together.	

		Our new PlayHills™ products provide our customers with a modern take on traditional hill play, PlayHills redefine new and existing play spaces through an abundance of climbing, sensory, and social activities that all community members can experience together. We have a variety of new rope climbers to include Tianzi™, Naica™, and Quito™. Our new Tianzi products are designed for a wide variety of potential layouts. Tianzi features rope climbing nets with patterns that challenge kids' abilities. Additional features such as a rubber balance beam and bell culminate the experience, promising fun-filled adventure for any community. Our new Naica products are inspired by Mexico's Cave of the Crystals, Naica (pronounced Nī-Ka) combines triangular climbing nets with traditional components, such as the Mighty Descent, to encourage skill development through daring exploration. When connected to other rope products like Playworld's new Quito, it can form countless RopeScapes™ full of the subterranean adventure of its namesake. Thanks to its distinct design, Naica is sure to become the crowning jewel of any playground. Our new Quito (pronounced KEE-toe) is a freestanding net climber that takes kids on a journey to the center of the web. Its daring, distinctive design offers a commanding, compelling playground presence. We also now offer PlaySoleil™ products to optimize community safety and minimize light pollution with PlaySoleil solar lighting, the low cost, eco-friendly answer to after-hours playground security. Our PlayTown™ products were created with input from child development and inclusive play consultants to ensure that everyone is welcome. Each item is full of whimsical details to encourage solitary, social, and imaginative play. Clear lines of sight make supervision easy. Our Sky Towers® now provides our communities with imaginative, innovative, and unforgettable Sky Towers to evoke the exciting sensation of climbing through the sky and being one with nature. Our new Hex Quest™ collection consists of hexagonal climbers in a variety of configurations for kids to explore. Each hex is constructed of durable rotomolded plastic and features openings to provide kids with all kinds of play paths. As they choose how to move through geometric terrain, kids will build their decision-making skills and confidence along with their physical abilities. Caregivers can also keep watch easily thanks to clear sightlines. Available in numerous layouts with varying levels of difficulty, Hex Quest encourages your whole community to connect and have fun together. We also collaborated with The Rube Goldberg® Institute for Innovation & Creativity to develop Rube Goldberg® Miracle Machines™. These products feature levers, pulleys, slides, and switches for kids to manipulate, while also adding a touch of whimsy to any playground. These elaborate play panels are designed to thrill and engage the senses for everyone ages 2 and up, helping to develop cognitive and fine motor skills as well as provide insights into cause- and-effect relationships. With our new Phyzics® Moon collection, children can feel as though they are able to soar past the stratosphere. These products feature a mix of climbing challenges, proprioceptive thrills, and social spots. This modern lineup encourages kids ages 5 – 12 years old to build their all-around skills, meet new friends, and create lifelong memories. Our new Interactive Play panels engage children of all ages and abilities. These additions are a simple yet effective way to introduce accessible, sensory activity to community play spaces. These new panels allow children to flick colorful switches and listen to the ring of chimes. We have developed two new, inclusive seesaws. Our Inclusive Seesaw features four seats strategically designed to allow those with mobility devices to easily transition on and off of the equipment. Handlebars are located in front of each seat for support, and an optional five-point harness is available. Additional users can also join the center. We also have our new Dennis Inclusive Seesaw, which is a fun new addition that is perfect for playground visitors of all ages and abilities. Each seat on the Dennis Inclusive Seesaw is located at transfer-level height for easy accessibility and is designed with an optional five-point harness that secures users. They were also designed with handles on the back to allow caregivers to join in the play, with an optional third user sitting in the center, using the arched rail as support. Our Hyperbolix™ products present playground visitors with a web of challenges that test a child's proprioception and vestibular system. Rope netting and handlebars alternate on each side of the metal, octagonal frames for varied climbing. Its center can be left open for kids to go through, or it can be covered. We also know that care providers need innovative products. So, we developed a new bench line for those moments when our playground visitors need to sit down and relax. Our Miracle + Best Buddies Buddy Bench line can provide a beautiful bench for our customers, while also supporting Best Buddies volunteers and programs serving individuals with Intellectual and Developmental Disabilities (IDDs) and their families.	

		Our new Quiet Grove products were intentionally designed to create a cozy retreat for playground visitors by combining the calming essences of nature with sensory activities to help children ease the stress overstimulation can cause without having to leave the playground. Trusted by generations of parents, teachers, librarians, and children, The Very Hungry Caterpillar and Carle's other timeless storybooks come alive through our colorfully creative products, designed to engage minds as well as bodies, our whimsical character climbers inspire all members of a community to imagine, grow, and play together. Now, kids and community members can join the Caterpillar and Butterfly on a journey full of imagination, growth, and play through our whimsical character climbers. Our new Hungry Caterpillar products are constructed of glass fiber reinforced polymer. These 30" climbers are low maintenance, UV-stable, and lightweight yet durable—making them an easy way to add a touch of creativity to any play space. Inspired by the elements that sustain all life on earth, we developed four independent play events that work hand in hand. The first is our Twist product, which features a series of suspended steel rings. Twist helps kids grow their strength, balance, and coordination as they climb throughout their whimsical design. A Talk Tube and flex tread panel at the ground level also inspires social and sensory play for visitors. The second is our Rock product. The four sections of our Rock steel climber are designed at increasing heights and challenge levels. Flex tread cutouts and suspended panels allow kids to build their balance and coordination as they navigate across this unique terrain. The third is our Surf product. Surf features a combination of rope and flex tread panels; this play event creates a wave-like motion for kids of all ability levels to enjoy. Kids can shift their weight as they explore throughout the center or create movement by sitting and holding on to the handholds located on either end. And last but certainly not least is our new Burst product. Burst is intentionally designed to emulate a volcano! Sounds erupt from the sensory drum at the top of this creative climber. Kids reach its peak by scaling any of the three climbing paths surrounding the center, or hang out in the interior cozy space with friends.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	While PlayPower seeks to bring communities together, inspire creativity, encourage healthy physical activity, and promote intellectual development through play across all ages, we also recognize that improving the health and wellbeing of a community begins by doing our part to sustain our planet by implementing environmentally friendly initiatives. That's precisely why we devote so much of our time and attention to our playgrounds and site furnishings. Simple design changes can make significant improvements in how children play, learn, and interact with nature. While PlayPower's overall goals are to create playground and recreational equipment that are fantastic for your budget while improving your overall community, we also strive to ensure that our equipment is friendly to Mother Nature as well. In order to ensure that our PlayPower teams are doing our part to preserve our planet, we recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Our PlayPower teams also take great pride in converting piles of used, disposed crumpled steel, along with truckloads of aluminum cans, and transforming this debris into stunning, innovative, state-of-the-art playground equipment. Our No Fault surfacing team has also prevented millions of tires from littering our US landfills by recycling them into colorful safety surfacing for playgrounds, beautiful walkways, and picturesque recreational areas with custom designed organizational logos. When our teams put recycling to work, we transform communities. We produce our equipment using as much recycled and recyclable material as possible, while still maintaining safety, durability and structural integrity. While PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, they are also made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's equipment is produced from at least 50% recyclable materials. Most importantly, our playgrounds are built with safety and longevity in mind. Our playgrounds are built to last for decades which drastically reduces carbon footprint. - PlayPower meets ISO 9001, ISO 14001 and OHSAS 45001 Standards - Other environmental initiatives: - All packing and shipping materials are 100% recyclable. - Recycling 95%+ of our waste. - Many of our raw materials contain 25% to 100% recycled content. - Reduced energy usage through conservation and lean manufacturing implementation. - Audits material content and operations for safety and environmental concerns *Please also see PlayPower sustainability brochure included with this RFP*	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower facilities meet ISO 9001, ISO 14001 Standards. Playworld was the first company in the industry to receive Cradle-To-Cradle certification. In 2012, Playworld's headquarters and manufacturing facilities in Pennsylvania were LEED certified by the U.S. Green Building Council.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CUSTOMER CONVENIENCE: PlayPower is the World's Largest, Fully Integrated Manufacturer. We have a large, 1,800+ group of professional sales representatives / distributors / vendors that are ready and able to serve Sourcewell's participating agencies. We have the most diversified line of products and services in the industry. No other businesses within the industry can compare to our user-friendly, effortless one-stop shop in recreational turnkey opportunities! Our multifaceted approach provides a significant advantage for Sourcewell agencies by making recreation and playground equipment purchases an effortless and stress-free process. INCLUSIVITY & CUSTOMIZATION: We actively use PlayCreator, a PlayPower exclusive proprietary software with safety & ADA accessibility in mind. Our proprietary playground design, rules-based PlayCreator software system only allows ADA compliant design. Our teams believe that fun does not discriminate, so play must not discriminate as well. Our commitment to all of our customers is to provide accessible playground equipment in order to promote a positive play experience for communities of ALL ages and ALL physical / social / emotional abilities. We fundamentally value and pursue inclusiveness by removing barriers that hinder childhood creativity and human development. With these values in mind, our engineering teams are constantly developing innovative equipment designs that are accessible, inviting, and immersive. Our PlayPower teams are excited to work with all Sourcewell participating agencies to ensure we design the recreational equipment that meets the needs of the communities they represent. Providing accessibility to the play space involves more than basic compliance with minimum accessibility requirements, standards, and laws. It means providing a safe and inviting space where community members of all abilities can unite and experience play together. PlayPower's playground equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas, while also giving our clients customizable creativity over their own projects. QUALITY PRODUCTS: PlayPower's commercial playground equipment, play structures, site amenities, shade products and dock systems etc. are manufactured utilizing proven processes that have been refined and enhanced over our combined 300+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: - Powder-coating paint system - Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs - Rotational molding machines, including the largest in our industry– which provide the capacity for more innovative and fun products - Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycling process with minimal waste. - Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs - MIG/TIG weld stations - Robotic welding - Waterjet cutting - Fiberglass fabrication - Custom manufacturing – one of only a few playground manufacturers in the world to offer this - In-house CAD design team to help create your dream playground - All PlayPower representatives and installers are factory trained and certified - PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell agencies - PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. - We have recently installed a Quality Vision System in our manufacturing that tracks parts through the plant and assists in problem solving to prevent incorrect or missing parts. PRODUCT SAFETY: Nothing is more important to our PlayPower teams than providing a safe, positive, welcoming environment for children to play. PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Our commitment to providing such an environment begins with meeting and / or exceeding safety performance specifications established by professional organizations and recognized regulatory bodies such as ASTM International, CPSC, CSA and EN. Our PlayPower brands not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development. Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. Our teams have the knowledge and experience to ensure that maximum play value for children of all ages and abilities. Our staff maintains a very active role in the development and continuation of safety and performance guidelines and standards both within the U.S., and internationally. In fact, product safety is our core foundation before the concept phase of the development process even begins. Our team ensures that safety is our number one priority through monitoring both	*

		injury trends and market changes to proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We then rigorously test the safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed, and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirements of various standards, and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. Because customer safety and equipment reliability is our highest priority, our moving components and stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We are also active members of IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation / certification from the independent laboratory that our product(s) conform to the requirements of the indicated standard. We encourage our Sourcewell members to check the IPEMA website to confirm product certification as needed, which can be found by going to https://ipema.org. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed at https://ipema.org/. CONTINUING EDUCATION: PlayPower offers professional development continuing education courses for those who share our goal of creating and inspiring innovative play solutions for communities worldwide. PlayPower is partnered with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter, however, we also record our live webinars to provide on-demand courses through our learning management system. Educational professionals, architects, landscape architects, construction professionals, non-profit organization professionals, park and recreational department professionals, or even parents can take courses from any of our 30+ on-demand course offerings. If any of our Sourcewell customers have a desire to learn more about innovative play solutions for their projects, they can count on PlayPower to assist with their continuing education or professional development accreditation. PlayPower is an approved CE provider through the American Society of Landscape Architects (ASLA). FINANCING: Financing – While financing playgrounds is not typical, PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets ECONOMIC IMPACT: Soft Goods Assembly and Rotational Molding is completed in America which has ultimately created more employment opportunities within the American economy. Not all manufacturers complete this level of in-house rotational molding or manufacturing. COMMITMENT & REPUTATION PlayPower has well over 300 combined years of business experience and is 100% committed to Sourcewell and its agencies. We have many years of experience and proven success through our previous contracts with Sourcewell and we have an established rapport with many Sourcewell agencies already. Moreover, we assist in promoting the benefits of Sourcewell contracts and strive daily to demonstrate that the partnership between PlayPower, Sourcewell, and our valuable Sourcewell agencies grows stronger year after year.
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor,	As previous stated, PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent reps typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing

	technician travel, and geographic locations covered.	excellent service throughout the process, so if any of our Sourcewell members have any questions or concerns about their respective warranties, each of our brands have dedicated customer support teams that are always happy to help! Below you will find warranty information for each PlayPower brand. If any Playworld products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail for their essential purpose. Any return requests for items that are not in new condition, or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. A link to view Playworld's detailed warranty can be found here: https://playworld.com/wp-content/uploads/2024/01/Warranty.pdf. If any Miracle products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyers shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Miracle's invoice. Repaired and/ or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Miracle equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Miracle's detailed warranty can be found here: https://www.miracle-recreation.com/content/uploads/2024/01/MREC_2024-Warranties.pdf. If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyers shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped, prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or nonconforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the

		terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable. Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Tikes equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Little Tikes detailed warranty can be found here: https://littletikescommercial.com/wp-content/uploads/2023/01/LTC_Warranty_2024.pdf. If a No Fault Agreement is terminated or cancelled by the purchaser / customer for convenience, then purchaser / customer must immediately notify No Fault of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations (David.Esslinger@nofault.com, Kevin.Hunter@nofault.com, and/or Rafael.Alzaga@nofault.com). All cancellations are subject to, 1) A Cancellation Fee; 2) A Restocking Fee; and 3) Reimbursement to No Fault for all costs incurred up to the date of cancellation / termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable cost reimbursement. It is essential for customers to understand and acknowledge these terms and conditions prior to placing a No Fault order. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. No Fault takes great pride in ensuring our products meet or exceed industry standards therefore, if you encounter any issues that the warranty covers, please take a look at our warranty policy for how to further proceed: (https://nofault.com/about/manufacturing-and-warranty/). At USA Shade, we strive to provide high quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy: 1) No Cancellations or Changes: Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing their purchase. 2) No Returns: Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering. 3) Product Quality Assurance: We take great pride in delivering high quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email your local USA Shade representative right away. 4) Warranty Coverage: Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed (https://www.usa-shade.com/resources/warranty/). 5) Customer support: We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns, or if you need help with your order, your dedicated customer support team is here to help! Don't hesitate to contact us via our website's contact form (https://www.usa-shade.com/contact-us/), and we will gladly assist you! It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for our USA Shade products. Customers agree to abide by this return policy upon proceeding with their purchase. Wabash Valley is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Cancellations are only accepted with approval of Wabash Valley Manufacturing. No merchandise is to be returned without first obtaining written authorization from Wabash Valley Manufacturing, Inc. Please contact us for additional assistance at email (WVMSales@WabashValley.com), advise our customer service team of the invoice number, invoice date, and reason for the return. Any authorized merchandise must be carefully packed and in resalable condition to be accepted for return. A 25% re-stocking charge applies on all authorized returns when the error is not the fault of Wabash Valley. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our Wabash Valley products are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: https://wabashvalley.com/pages/warranty.	

		EZ Dock cancellations are only accepted with the approval of our EZ Dock customer service team. The customer / purchaser must notify EZ Dock of their cancellation request, in writing, no less than 2 weeks before the scheduled shipping date. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the order can be canceled. All orders that fall within two weeks of the scheduled ship date are considered final sales and are unable to be cancelled. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be cancelled at any time. Returns are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their return request. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the product is able to be returned. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be returned at any time. If the return is approved by EZ Dock, a 20% re-stocking charge will be applied on all returned merchandise. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our EZ Dock products are backed by a warranty. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: https://www.ez-dock.com/content/uploads/2024/05/EZ-Dock-Limited-Warranties-2024.pdf. If any Soft Play products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Soft Play in writing at 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 USA. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Upon verification of warranty coverage, Soft Play may elect, in its sole discretion, to repair defective or non-conforming products, or replace them. During the stated warranty period the Seller shall service any play elements which were defective without charge to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Parts required which are not defective shall be replaced at additional cost to Buyer. Buyers shall not return any products to Soft Play unless authorized by Soft Play to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at the guidance from your Soft Play Customer Service Representative. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Repaired and/ or replacement part(s) are warranted only for the remaining balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Soft Play or a Soft Play authorized reseller and are not transferable. Warranties apply only to Soft Play products that are erected and installed in conformance with Soft Play's installation instructions, and that are maintained and inspected in conformance with Soft Play maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Soft Play equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Soft Play's full warranty will be included in this RFP. We also encourage our customers to visit our website if they have any additional questions or want any additional information https://www.softplay.com/.	

47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	It is important to note that when our PlayPower teams design and develop customized playground equipment, we intentionally use PlayCreator software. PlayCreator is a proprietary software that automatically factors Safety & ADA Accessibility into the equipment model as the design is being built. Our design software automatically functions as a rules-based software system that commands or prompts our designers to build only ADA compliant designs and provides instant feedback when ADA compliance is achieved. Our outdoor playground brands each go above and beyond ADA standards and create truly inclusive play spaces. Little Tikes Commercial partners with Unlimited Play, a non-profit organization that uses universally accessible playgrounds to build environments where individuals on all levels can connect for a common cause. For more information about this inclusive program, we encourage our customers to visit: https://littletikescommercial.com/unlimited-play/ Miracle Recreation has teamed up with Best Buddies International, a 501(c)(3) non-profit organization dedicated to supporting individuals with intellectual and developmental disabilities (IDD). For more information about this program, we encourage you visit https://www.miracle-recreation.com/best-buddies Playworld has created the 8 Keys to Inclusion, and an in-depth inclusive play design guide resource for Landscape Architects, Designers and communities. For more information about this program, please feel free to visit https://playworld.com/inclusive-play/ Creating truly inclusive play spaces requires the right type of surfacing! No Fault surfacing has a variety of inclusive unitary surfacing options, including Poured in Place (PIP). For more information, please visit our website at https://nofault.com/about/inclusion/ PlayPower is also partnering with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter however, we also record our live webinars in order to provide on-demand courses through our learning management system. Our local representatives are able to take part in these courses to ensure that their design strategies are innovative and inclusive. Detailed information can be found here: https://playpower.com/continuingeducation/
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA, and EN standards.
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	At Little Tikes Commercial, we understand that the materials used in playgrounds are just as important as the design and functionality. That's why we use only the highest-quality materials, engineered for durability, safety, and fun. A three-step finishing process for posts fortifies high-tensile, cold-formed steel, resulting in exceptional durability, color fastness, and corrosion resistance. The steel we use is incredibly strong yet lightweight, making it ideal for creating the intricate shapes and structures of our play equipment. Even steel needs a little support sometimes though, so we use Zincrich internal coating on tubes including weldments. We also use Flo-Coat pure zinc galvanizing on the surface of the tubes. The process involves a continuous galvanizing technique where steel tubing passes through a molten bath of pure zinc, resulting in a uniform coating on the surface. Pure zinc offers excellent corrosion resistance, which is critical for extending the life span of steel products exposed to moisture and corrosive elements. We finish with polyester dry powder coating for vibrant color. We then coat every deck with vinyl to minimize heat transfer and promote resilience against aging and corrosion. This process makes the surface more comfortable for children. Compound resin gives our rotomolded products exceptional impact, durability, strength, and UV resistance. The color goes beyond the surface. Since it's integrated into the material, it's resistant to fading and chipping, even with prolonged exposure to the elements. Our Kid Builders structures support kids while they climb by utilizing a nonslip clamp design that's twice as strong as aluminum alloy clamps and includes tamper-resistant hardware. Our Play Builders structures feature the Direct Connect system that provides a unique dual-tempered fastener, adding strength and durability to the self-drilling tip and threads. For more information, please visit: Little Tikes Commercial: https://littletikescommercial.com/about/materials-manufacturing-process/ At Miracle Recreation, our products are manufactured in our state-of-the-art production facility in Monett, Missouri, from materials as safe, high-quality and durable as they are fun by an expert staff of designers, innovators, engineers and fabricators. Our play equipment and structures are sturdy enough to withstand hundreds of kids playing every day, in all types of weather, so children and families can continue to enjoy them for years to come. Each piece of Miracle Recreation equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. We're committed to providing equipment that meets and/or exceeds the performance safety specifications established by

			organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. Miracle developed this innovative clamp design, Versalok, which makes installation more efficient by eliminating the need to stack multiple clamps. The clamps are made from a recycled aluminum alloy for added strength and durability and feature stainless-steel fasteners that resist tampering. The Gator Grip handrails and rungs of our play components feature this unique 3D textured pattern that is available only from Miracle. This textured surface was specially designed to provide a safe and comfortable grip for kids' hands and makes it easy for them to make their next moves on our equipment. We utilize a five-stage painting process starting with our stainless-steel pre-treatment system with super-durable polyester paint that delivers maximum corrosion protection in your choice of color combinations for your play environment. The Monett facility contains more than 50,000 square feet dedicated to state-of-the-art fabrication equipment and welding technologies. From tube laser cutting to our 6000W fiber-sheet laser cutter, we provide the highest level of precision cutting coupled with advanced software to minimize waste. Our welders are certified through the Canadian Weld Bureau (CWB) and we have our own CWI-certified inspector on staff, so you're assured that you receive the most durable, well-built products on the market. Our textured PVC coating produces a durable, slip-resistant surface that is ideal for high-traffic areas and provides insulation against extreme temperatures. It's available in your choice of six standard colors: red, blue, brown, tan, green or gray. Our rotational-molding facility is the most advanced in the industry. This facility houses nine rotational-molding machines with an in-house twin-screw extrusion for compounding resin that provides superior strength and durability with advanced color fastness and UV resistance — all fully supported by our highly trained rotational-molding technicians and backed with the most advanced testing equipment available. For more information please visit Miracle Recreation: https://www.miracle-recreation.com/about-us/our-innovative-difference/ Playworld exists to unite communities through innovative and authentic play, creating equal play opportunities for all. Craftsmanship is our hallmark. We hold true to our high-quality manufacturing heritage, building every playground with passion and pride to enrich the lives of all through unstructured, outdoor play. Our products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content. Only a few pieces of miscellaneous hardware, ropes, and mechanisms are made in modern factories in Germany and China and purchased through U.S. companies. This means that we have the utmost control over processes, materials, and testing, so we can guarantee quality through and through. Our super durable polyester powder coating is one of the longest lasting paint finishes in the industry, with the ability to resist abrasion, corrosion, and mechanical damage. We also increased UV resistance against color fading and color change to ensure that colors stay bright for years to come. Our HDPE Plastic is color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning. Our superior rotomolded plastic contains a high bond strength with improved surface contact. It holds superior color fastness while also maintaining UV resistance. It is made from 100% virgin thermally compounded resin with greater impact resistance over dry-blended plastic resin. Our Playworld easy-to-Install clamps, made of die cast aluminum, are built for precision fit and 360° compression. Our decks, platforms, and stairs contain Strong and Durable (LC) construction that is reinforced with extra support beams, then covered by a clean, safe, and colorful PVC coating. Our products are highly rust and fade resistant. We've baked our materials in dry Arizona sun and wet Florida heat to ensure superior resistance to rust and fading. Our materials and finishing are tested in 4,000 hours of salt spray. We take our products through a complete system that helps to prevent the formation of rust while also making it resistant to corrosion. This system prevents gloss and color fading while looking great for years to come. When we incorporate new materials into our products, we test them to the breaking point—even if that's hammer blows at -20°F. It's our responsibility to expect the unexpected extremes, so we test with blowtorches, wheelbarrow strikes, and more. We even test our electronics under water to ensure that our equipment is highly durable. For more information, please see Playworld: https://playworld.com/craftsmanship/ No Fault manufactures the highest quality safety surfacing in the industry while also preventing millions of tires from littering landfills in the United States! Our surfaces are constructed using premium materials and processes to withstand generations of activity in your community. No Fault surfaces are built to last with minimal routine maintenance. Our Poured-In-Place Surfacing (PIP) is a rubber surfacing comprised of two layers that is poured in place on-site to create a unitary surface for endless applications. The base cushioning layer consists of shredded recycled rubber tires. The top layer consists of Ethylene Propylene Diene Monomer (EPDM) which is made mostly from recycled materials, or Thermoplastic Vulcanizates (TPV) rubber granule and a binder to hold the granules together. Our Loose Rubber Mulch is made from 100% recycled rubber nuggets. The rubber comes from recycled tires. It is organically colored with UV protectors and is non-toxic. Bonded Rubber Mulch from No Fault consists of a single pour of shredded rubber mulch made from recycled rubber. It is blended with traditional polyurethane adhesive binder and poured in place to create a unitary surface. The Synthetic Turf from No Fault features proprietary sports performance fibers that are made from polyethylene slit tape. For more information, please visit No Fault: https://nofault.com/about/manufacturing-and-warranty/.	

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
51	Describe how your offering addresses the customer's desire to customize the offering.	All PlayPower brands can provide customization. Our playground engineers are able to design and customize to just about any imagination to include themed playgrounds.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	Details are below.
53		Minority Business Enterprise (MBE)	(•) Yes ( ) No	Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia and Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
54		Women Business Enterprise (WBE)	(•) Yes ( ) No	Representative Business Name: Webuildfun, Inc Territories Serviced: Texas, New Mexico, Michigan, Florida PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Site Specifics LLC Territories Serviced: Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia, Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
55		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	N/A
56		Veteran-Owned Business Enterprise (VBE)	(•) Yes ( ) No	Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial
57		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	N/A

58		Small Business Enterprise (SBE)	(•) Yes ( ) No	Representative Business Name: All Inclusive Rec LLC Territories Serviced: Missouri, Kansas, Illinois PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Creative Recreation LLC Territories Serviced: Connecticut, Rhode Island, Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Park Place Recreation Designs, Inc. Territories Serviced: South Texas PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Garrett & Company, Inc. DBA Garrett Parks & Play Territories Serviced: Utah, Idaho, Montana, Western Wyoming PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*
59		Small Disadvantaged Business (SDB)	( ) Yes (•) No	N/A	*
60		Women-Owned Small Business (WOSB)	(•) Yes ( ) No	Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

61	Describe your payment terms and accepted payment methods.	We do not typically accept payments direct to PlayPower. Once the equipment is manufactured and has shipped to the customer's assigned shipment destination, an invoice is simultaneously mailed to the customer's address from the corresponding PlayPower company with payment terms of 30 days from date of the invoice. Payments may be made to the respective brand directly (ie. Miracle, Little Tikes, Playworld, No Fault, Soft Play, Wabash Valley, EZ Dock, or USA Shade) however payments are often submitted to the local brand distributor / vendor directly. Please refer to the local representative / distributor for detailed payment information. In order to confirm representative / distributor information, PlayPower has provided Sourcewell with a list of our representatives for each brand with this RFP. We also include links below to further assist our Sourcewell participating agencies with locating their local representative/distributor: - Miracle's Rep Locator can be found here: https://www.miracle-recreation.com/contact/rep-locator/ - Little Tikes Rep Locator can be found here: https://littletikescommercial.com/find-a-rep/ - Playworld's Rep Locator can be found here: https://playworld.com/find-representative/ - EZ Dock's Rep Locator can be found here: https://www.ez-dock.com/find-a-dealer/ - USA Shade's Rep Locator begins at this link: https://www.usa-shade.com/request-a-quote/ - Wabash Valley's Rep Locator begins at this link: https://wabashvalley.com/pages/contact - No Fault's Rep Locator can be found here: https://nofault.com/find-a-rep/ - Soft Play's Rep Locator begins at this link: https://www.softplay.com/contact-us/ Sourcewell members will also have a designated PlayPower contact for questions regarding our Sourcewell contract. Should questions arise, they can reach out to PlayPower's designated Sourcewell Contracts Manager, Brandy Clory, at brandy.clory@playpower.com for assistance. PlayPower's accepted payment methods are check, wire, ACH, and Credit Card.
62	Describe any leasing or financing options available for use by educational or governmental entities.	If budget is a concern for our customers with their playground purchases, they have the ability to take advantage of a government financing program through NCL Government Capital. PlayPower has partnered with NCL to offer Sourcewell agencies with a complete suite of finance solutions. NCL is the only Sourcewell-awarded vendor offering government financing programs to the cooperative members. The power of cooperative purchasing now stands even stronger. Agencies can purchase the highest quality recreation and playground equipment in the industry with a competitively bid PlayPower Inc. contract and finance that new purchase with a competitively bid government financing program through NCL Government Capital. NCL (Sourcewell contract #092424-NCL) and is an industry expert in municipal financing solutions The NCL website can be found here: https://nclgovcap.com/sourcewell/. NCL offers leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL. To further assist our customers, we have noted links to our funding / financing resources within each brand's website: - Miracle: https://www.miracle-recreation.com/planning/budgeting-and-grants/leasing-financing/ - Little Tikes Commercial: https://littletikescommercial.com/funding/financing/ - Playworld: https://playworld.com/financing/ - Soft Play: https://www.softplay.com/resources/capabilities/financing/ - EZ Dock: https://www.ez-dock.com/contact-form/ - Wabash Valley: https://wabashvalley.com/pages/contact - No Fault: https://nofault.com/resources/ - USA Shade: https://www.usa-shade.com/resources/funding/
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement	Customer agrees to regularly inspect and maintain their purchased equipment, and to provide, inspect and maintain appropriate safety

	(order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	surfacing under and around the equipment, in accordance with the appropriate product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety. - In the event of payment default, each of our PlayPower brands shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customers agree to assist and cooperate with each of their respective PlayPower representatives and / or PlayPower team members, to accomplish its filing and / or enforcement of liens with respect to the equipment or its location or its repossession of the equipment. Customer expressly waives all rights to possess the equipment after an event of default. All remedies are cumulative and not alternative, and no exercise (by each of our respective brands) of a remedy will prohibit or waive the exercise of any other remedy. - Our PlayPower brands make no equipment warranties except for those standard warranties noted. Each of our brands specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for incidental or consequential damages. Customer agrees to defend, indemnify, and save PlayPower and their respective brands, harmless from all claims of any kind for damages of any kind arising out of customers alternation of the equipment, its failure to maintain the equipment, its failure to properly supervise equipment use, or its failure to provide and maintain appropriate types and depths of safety surfacing beneath and around the equipment in accordance with respective installation and owner's manuals and the most current Consumer Product Safety Commission Handbook for Public Playground Safety. - Upon receipt of equipment / materials, until all contractual payments due hereunder are paid in full, customer shall not: (1) permit the equipment / materials to be levied upon or attached under any legal process; (2) transfer title to the equipment / materials or any of customer's rights therein; or (3) remove or permit the removal of the equipment / materials to any location without signed and written permission from a PlayPower corporate officer or a PlayPower authorized signatory. - PlayPower and their respective brands will retain full title to all equipment until full payment is received. Upon acceptance of equipment / materials, customer then assumes all risk of loss, destruction of, or damage to the equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, customers must insure the equipment against all such losses and casualties. - Our PlayPower brands may elect to waive a default hereunder, or under any invoice or other agreement between customer and PlayPower and their respective brands, or cure such a default at customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by a PlayPower corporate officer or a PlayPower authorized signatory. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PlayPower and their respective brands hereunder or under any invoice. - A fully executed order, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive exchange / agreement between all parties. A Change Order is a written instrument signed by the customer and PlayPower, their respective brands, and / or their authorized representatives stating their agreement as to any amendment in the terms of the original order. The customer acknowledges that Change Orders may result in delays and additional costs beyond the original agreement. The parties agree that all Change Orders should include appropriate adjustments in price and time frames relating to any requested amendments. Upon agreement and full execution of the terms of a change of order, the most current agreement shall supersede previous agreements and become binding.	*

		- Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, unfortunately the benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $50,000 so the real benefits of P-card would not be recognized.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated above, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): - $1,500,000 to $2,999,999 = 1% rebate - $3,000,000 to $4,999,999 = 2% rebate - $5,000,000 and up = 3% rebate	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At PlayPower, we are able to deliver a multifaceted approach by making recreation and playground equipment purchases an effortless and stress-free process for Sourcewell participating agencies. Our representatives are able to supply a variety of open market products and services, customized to meet the individual needs of Sourcewell agencies. Open-market products and services are coordinated by our independent representative / distributor networks and may vary in availability depending on location, size, and scope of the project. While PlayPower doesn't typically bill the customer directly, in the event we are directly billing, PlayPower will simply do a pass through on these services without adding a mark-up on the price agreement.	*

69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only that are procured, or more often, a turnkey solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. These services are not automatically provided upon purchase unless they are specifically requested and agreed upon by the customer and PlayPower or their respective affiliates. These services may be coordinated by our independent representative / distributor / vendor networks and must be noted in the written agreement and agreed to by both the customer and PlayPower or their respective brands / distributors. In the event PlayPower is billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size, and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal. Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs will vary based on destination and equipment weight, therefore freight will be evaluated by our PlayPower shipping departments and quoted by our affiliates as a separate line item. PlayPower does not apply discounts to freight, however, our shipping department promises to provide the best available rate and pass that rate along to our Sourcewell agencies during the quoting process.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges will be evaluated on a case-by-case basis by PlayPower's shipping department, according to the customer delivery location and degree of transport complexity. The best available rate and service will then be passed on to the Sourcewell member during the quote process. Orders will not be processed without first notifying the Sourcewell member of the associated cost of freight.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Whenever necessary, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. This reduces cargo handling, improves security, reduces potential for damage and loss, and also allows freight to be transported faster. Ultimately these transportation methods not only reduce freight costs for our Sourcewell members, but they also preserve the integrity of their equipment / materials during transport.	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system immediately prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO before they are able to proceed with the order. The order entry system also checks to ensure minimum discount compliance. Sourcewell orders are reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. Sourcewell sales tracking is included in PlayPower's corporate budgeting process. PlayPower has a dedicated Sourcewell contracts manager to specifically assist Sourcewell members and internal PlayPower representatives / vendors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	PlayPower has a dedicated Sourcewell Contracts Manager to specifically assist Sourcewell agencies and internal PlayPower representatives / distributors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy. Quarterly reporting conducted by our dedicated Sourcewell contract manager will offer a precise measure of our success with our Sourcewell contract. Our contracts manager will also be responsible for forwarding Sourcewell training opportunities to PlayPower staff members and representatives, in addition to providing contractual updates to the PlayPower team.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to Sourcewell members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We greatly appreciate the Sourcewell customers that we serve, and we intend to continue to provide them with a positive experience, along with offering them the best possible pricing.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Playground Equipment Fitness Equipment Shade structures – freestanding and playground equipment integrated Safety Surfacing – unitary, loose fill, tile, rubber Boat Docking Systems – boat & PWC lifts, swim platforms Indoor contained play systems Site amenities, benches tables etc. Outdoor Recreational furnishings
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Custom Play Equipment Freestanding play equipment ADA/Inclusive Playground Equipment Rocks and Rope Play Nature Play Play Sculptures Musical Play Early Childhood Play Equipment Outdoor Park Benches Outdoor Tables / Picnic Tables Litter Receptacles Bollards Planters Outdoor Grills Adult & Youth Outdoor Fitness Equipment Outdoor Training Systems Sports Equipment Surfacing – unitary, loose fill, tile, rubber pour-in-place Slides Sports Courts Modular Docking Systems Boat Lifts PWC Lifts Kayak & Canoe ADA Accessible Launches Access Walkways & Floats Habitat Observation Platforms Waterway Work Platforms Mining Platforms Wetlands Walking Trails Fishing Piers Swimming Platforms Campsite Platforms Specialty Equipment ADA Accessible Ramps Concrete Curbing Sidewalks Site Inspections Equipment Installation & All Corresponding Site Works

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Include which ones you are offering
79	Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to: a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;	○ Yes ◉ No	See comments below.

80	Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to: a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings	○ Yes ◉ No	See comments below.	*
81	Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to: a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	○ Yes ◉ No	See comments below.	*
82	Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to: a) Playgrounds and at least one of the following: b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).	◉ Yes ○ No	PlayPower's EZ Dock brand has been helping industrial, commercial, government and residential clients get better access to the water through our floating boat docks for many years. We design all of our EZ Dock products to be fully customizable. Our Wabash Valley brand offers site amenities such as outdoor benches, picnic tables, bike racks, and waste receptacles that add functional and beautiful accessories to any outdoor space. USA Shade provides fabric shade structures which can be a great addition over playground equipment, site amenities, or as an independent structure. Our No Fault brand offers durable, high quality safety surfacing as a perfect addition to any of our playground systems or as standalone décor for a beautiful outdoor walkway. Little Tikes, Miracle Recreation and Playworld are known for encouraging outdoor active play and exercise for children and adults alike, by manufacturing different styles of fitness equipment / fitness stations. Our durable, user-friendly outdoor fitness stations help develop physical skills such as strength, coordination, and balance which are often accompanied by signs or illustrations explaining how to properly use the equipment. Our Little Tikes, Miracle, Playworld, and Softplay brands combined deliver innovative playground solutions for all ages and abilities that exceed safety standards, foster greater inclusion, and last for generations. Together, our PlayPower brands are excited to show our Sourcewell members how powerful play can be!	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	◉ Yes ○ No	In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work may be provided.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - !Sourcewell Contract #101625 PlayPower Price Lists.zip - Wednesday October 15, 2025 23:49:40
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - !PlayPower-Marketing.zip - Thursday October 16, 2025 15:05:34
- WMBE/MBE/SBE or Related Certificates - !PlayPower Rep Lists.xlsx - Thursday October 16, 2025 00:22:36
- Standard Transaction Document Samples - !PlayPower COI - Warranties.zip - Thursday October 16, 2025 15:14:28
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brandy Clory, Contracts Manager, PlayPower Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	☑	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	☑	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	☑	2

EXHIBIT B

Scope of Services

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

PLAY AREA AGE APPROPRIATE 2 5 YEARS:	CAPACITY: 27 31 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	3	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	3	REQ'D: 2
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0
GROUND LEVEL ACTIVITY TYPE:	1	REQ'D: 1
GROUND LEVEL ACTIVITY QUANTITY:	1	REQ'D: 1

NOTES:

1. TRANSFER STEPS TO BE STRIPED PER 11B 504.4.1
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292 99.
3. GROUND SURFACING COMPLIES WITH ASTM 1951 99
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487 98.
5. THIS PLAY AREA MEETS CBC SECTION 11B 1008.

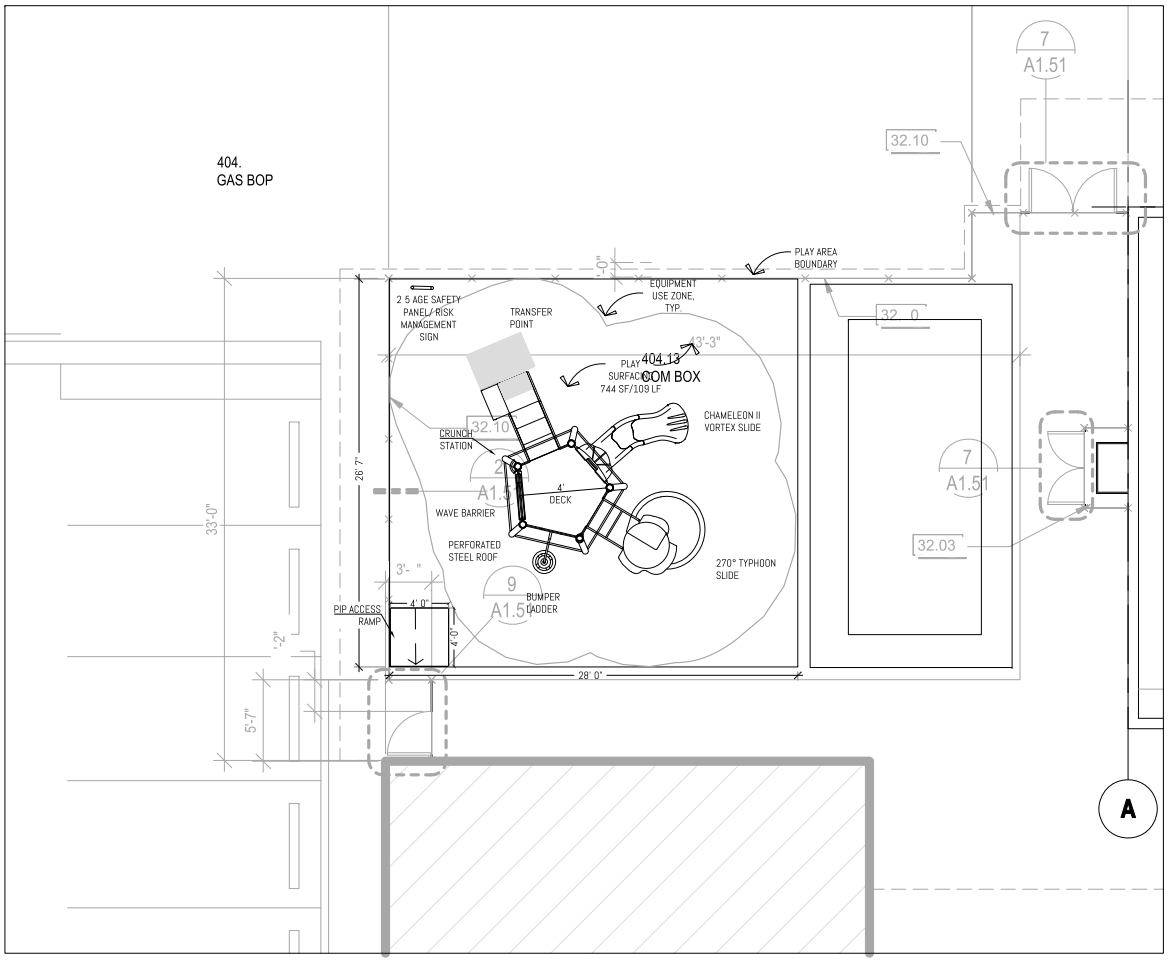
LE END

PARKIN / CLEAR ROUND APCE (ADA REQUIREMENT - 30" X 4 " PARALLEL AND CENERED ON TRAN FER POINT OPENIN)

TRAN FER PACE (ADA REQUIREMENT 4" WIDE BY 14" DEEP

ASTM INTERNATIONAL

ADA Compliant



NORTH

0 4' 8' 16'

Junipero Serra ES TKK (2 5 Play Area)

San Francisco, CA

PERIMETER:	109 LF	VERSION 004	
SITE AREA:	744 SF	DATE:	3/23/2026
CRITICAL FALL HEIGHT:	6' 0" CFH	DRAWN BY:	CG
Design Concept		FILE: 26_9334_JUNIPEROSERRA ESTKK_004.DWG	

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

2-5 Playground

Color Used In Rendering

Dark Gray Decks

Teal

Tropical Yellow

Chartreuse

Red

Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

2-5 Playground

Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

PLAY AREA - AGE APPROPRIATE 5-12 YEARS:	CAPACITY: 52 - 60 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	5	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	5	REQ'D: 3
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0
GROUND LEVEL ACTIVITY TYPE:	2	REQ'D: 2
GROUND LEVEL ACTIVITY QUANTITY:	5	REQ'D: 2

NOTES:

1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.

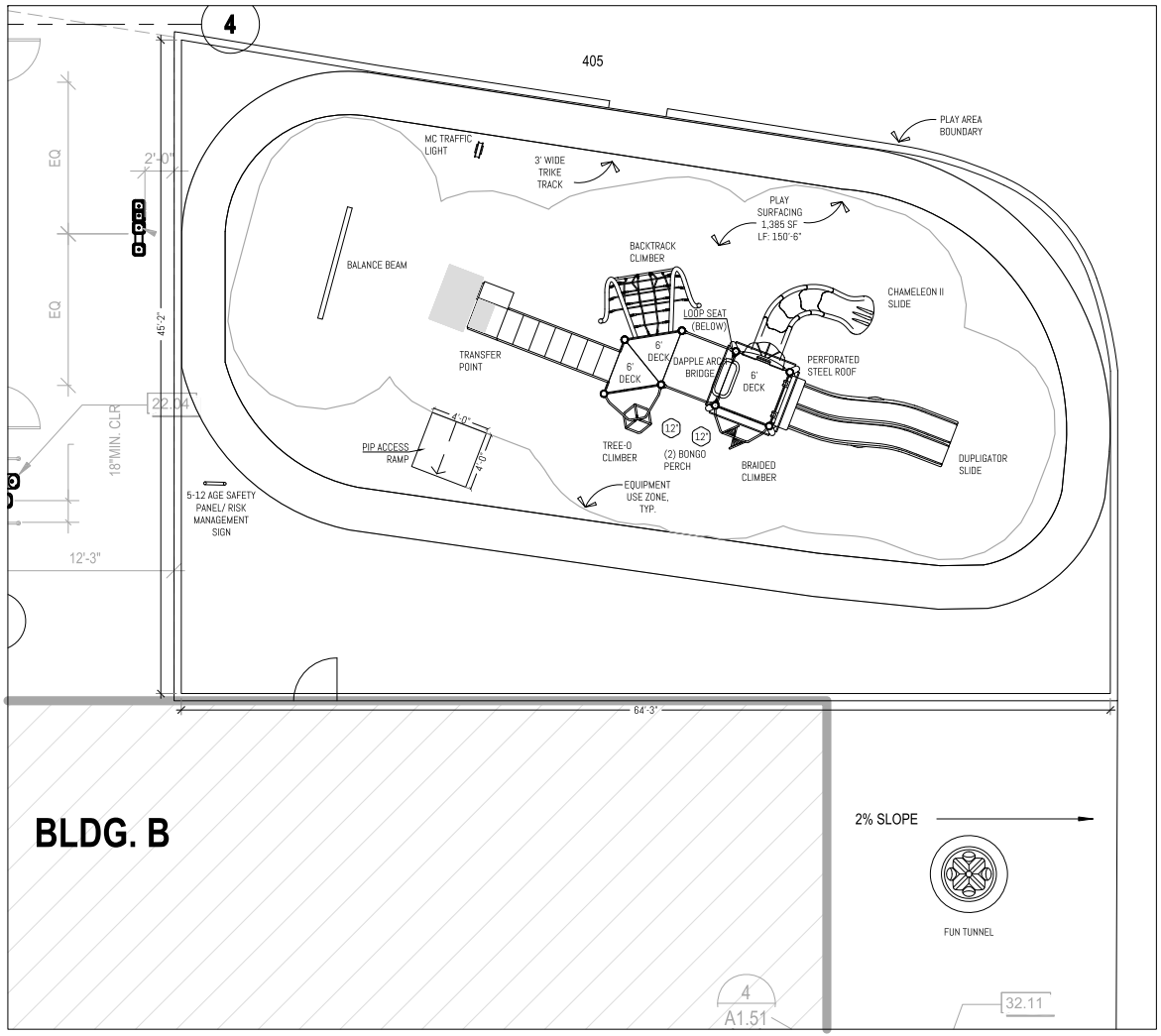
LEGEND

PARKING / CLEAR GROUND SAPCE (ADA REQUIREMENT - 30" X 48" PARALLEL AND CENERED ON TRANSFER POINT OPENING)

TRANSFER SPACE (ADA REQUIREMENT 24" WIDE BY 14" DEEP

ASTM INTERNATIONAL

ADA Compliant



NORTH

0 4' 8' 16'

Junipero Serra ES TKK (5-12 Play Area)

San Francisco, CA

PERIMETER:	150'-6"	VERSION 004	
SITE AREA:	1,385 SF	DATE:	3/23/2026
CRITICAL FALL HEIGHT:	6'-0" CFH	DRAWN BY:	CG
Design Concept		FILE: 26_9334_JUNIPEROSERRA ESTKK_004.DWG	

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE. ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

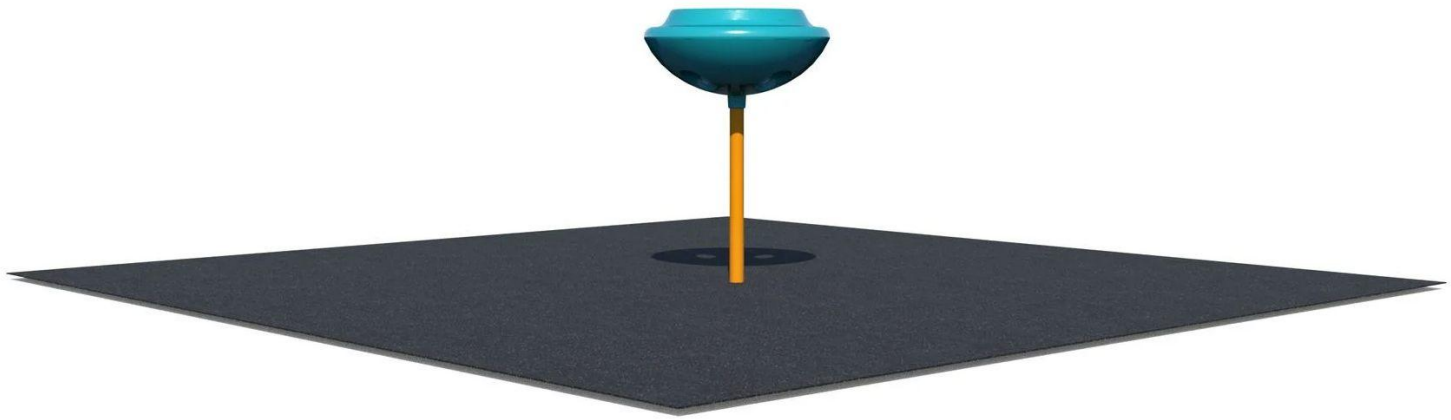
5-12 Playground

Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

5-12 Playground

Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

2-12 Fun Tunnel



Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Job Number: 26-9334
Job: Junipero Serra ES TK K
Quote Name: Quote-26-9334-Junipero Serra ES TKK_006
Quote Number: Q-14786

Prepared by:
Jean Tyan
jean@miracleplaysystems.com

Terms: Equipment with Install - Mobilization Deposit - 50% Equipment, 25% Installation due at the time of order

Remit to: Miracle Playsystems
1276 S Main St.,
Salinas, CA 93901

Sub Total: $230,121.24
Freight: $6,559.00
Estimated Tax: $9,899.72
Total: $246,579.96

Miracle

This Quote Includes a Sourcewell Discount (Contract# 101625PLP)

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	2-5 Playground Miracle Play Equipment Per Plan_26_9334 Junipero Serra TKK_004_DIM	1	$30,486.78	$25,913.76	$2,558.99
MREC EQUIP	5-12 Playground Miracle Play Equipment Per Plan_26_9334 Junipero Serra TKK_004_DIM	1	$48,706.02	$41,400.12	$4,088.26
MREC EQUIP	2-12 Fun Tunnel 282200 - Fun Tunnel	1	$1,906.38	$1,620.42	$160.01
				Miracle SUBTOTAL:	$68,934.30
				Miracle TOTAL:	$68,934.30

Installation Services

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
A2	**2-5 Playground** Temp Fencing & Portable Restroom Provide appx 109 LF construction temp fencing and(1) standard unit portable restroom for the duration of project.	1	$1,987.50	$1,987.50	$196.27
B13	**2-5 Playground** Receive/Offload Provide labor and equipment to receive/offload MREC 2-5 play equipment at PGU's Santa Clara Facility. Store and deliver to site when ready for install.	1	$2,565.00	$2,565.00	$0.00
B24	**2-5 Playground** Sawcut Keyway Provide labor and tools to sawcut 109 LF keyway as shown on "Design Concept 26_9334_JuniperoSerraESTKK_004.DWG"; play box dimensions 28'x 26'7". Haul/dispose of spoils offsite.	1	$3,457.50	$3,457.50	$0.00
B15	**2-5 Playground** Install Play Equipment 2-5 Play Area Provide labor to install owner provided MREC 2-5 play equipment as shown in "Design Concept 26_9334_JuniperoSerraESTKK_004.DWG, dated 2/17/2026" to mfr. specifications through asphalt. Haul/dispose of spoils offsite.	1	$27,555.00	$27,555.00	$0.00
C1	**2-5 Playground** Rubber Surfacing Install Only: over prepped area:all PIP assumes no design work installation	798	$17.10	$13,645.80	$0.00

C5	**2-5 Playground** SAFEPOUR Standard EPDM CFH 6' Supply appx 798 sqft [744 sqft + 109' turndown to not exceed 6" wide] SAFEPOUR Standard EPDM rubber surfacing at 3" depth; 2.5" SBR shredded rubber and .5" EPDM color wear course. Color wear course to be 50/50 mix of Black and Standard Color EPDM 1-3.5mm granules with standard Aromatic binder.	798	$11.40	$9,097.20	$898.35
A2	**5-12 Playground** Temp Fencing & Portable Restroom Provide appx 151 LF construction temp fencing and(1) standard unit portable restroom for the duration of project.	1	$2,752.50	$2,752.50	$271.81
B13	**5-12 Playground** Receive/Offload Provide labor and equipment to receive/offload MREC 5-12 play equipment at PGU's Santa Clara Facility. Store and deliver to site when ready for install.	1	$3,145.00	$3,145.00	$0.00
B15	**5-12 Playground** Install Play Equipment 5-12 Provide labor to install owner provided MREC 5-12 play equipment as shown in "Design Concept 26_9334_JuniperoSerraESTKK_004.DWG, dated 2/17/2026" to mfr. specifications through asphalt. Haul/dispose of spoils offsite.	1	$42,525.00	$42,525.00	$0.00
B24	**5-12 Playground** Sawcut Keyway Provide labor and tools to sawcut 151 LF keyway as shown on "Design Concept 26_9334_JuniperoSerraESTKK_004.DWG"; play box dimensions to be provided by owner or architect. Haul/dispose of spoils offsite.	1	$3,585.00	$3,585.00	$0.00
C1	**5-12 Playground** Rubber Surfacing Install Only: over prepped area:all PIP assumes no design work installation	1,475	$17.77	$26,210.75	$0.00

C5	**5-12 Playground** SAFEPOUR Standard EPDM CFH 7' Supply/Install appx 1475 sqft [1385 sqft + 151' turndown to not exceed 6" wide] SAFEPOUR Standard EPDM rubber surfacing at 3.5" depth; 3" SBR shredded rubber and .5" EPDM color wear course. Color wear course to be 50/50 mix of Black and Standard Color EPDM 1-3.5mm granules with standard Aromatic binder.	1,475	$11.85	$17,478.75	$1,726.03
				Installation Services SUBTOTAL:	$154,005.00
				Installation Services TOTAL:	$154,005.00

Design Fees

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
BONDING	Bonding Fees	1	$7,181.94	$7,181.94	$0.00
				Design Fees SUBTOTAL:	$7,181.94
				Design Fees TOTAL:	$7,181.94

Sub Total: $230,121.24
Freight: $6,559.00
Total Estimated Tax: $9,899.72
Grand Total: $246,579.96

Please confirm or edit order information below.

End User Company:
South San Francisco Unified School District
End User Contact:
End User Email:

Delivery Contact:
Robert Kitchens
Delivery Email:
rkitchens@ssfusd.org
Delivery Phone:
Delivery Address:

Site Address:
151 Victoria St
South San Francisco, CA

Bill To Email:
gbillingslea@ssfusd.org
wchowdhury@ssfusd.org
rmarinda@ssfusd.org
dreate@ssfusd.org

Bill To:

Customer Reference #:

Terms & Conditions

Applicable Territories: Colorado, Wyoming, Nebraska, Oregon, Washington, and California

1. Purchase Contract Terms

Acceptance of these terms is confirmed by signing the estimate/quote. The quote must be attached as an exhibit to any resulting contract or purchase order. Any other terms proposed by the client are considered material alterations and are void. Estimate valid for **30 days** from date of quote. Colors to be confirmed with your local sales representative.

2. Payment Terms

- Equipment: 50% deposit upon order, 50% balance Net 30 from ship date.
- Installation (if applicable): 25% deposit at time of equipment order, balance billed upon completion, Net 30.
- Credit Card Fee: 3.5% convenience fee.
- Retainage: Not accepted.
- Tax: Final tax added unless proper tax-exemption certificate is provided.

3. Lead Times & Scheduling

Lead times vary by manufacturer and product type and will be confirmed at the time of receipt of order acknowledgement by the manufacturer once all necessary documentation has been provided, deposit has been received, and order has been placed. A tentative installation schedule can be provided once all relevant factory order acknowledgements have been received. Please note – production and shipping lead time does not include installation lead time.

4. Tariff Contingency

Buyer agrees to reimburse for any tariffs, duties, or similar charges imposed after contract execution. Should new government tariffs be implemented or existing tariffs be modified prior to delivery that directly affects the quoted products, we reserve the right to adjust the price accordingly. Tariff fees will be on final bill.

5. Construction Services (If Applicable)

Excludes:

- Delivery & offloading
- Packaging disposal
- Site security/chain link temp fence
- Spoils removal off-site
- Site base prep and drainage
- Permits, engineering, testing
- Soil samples, CPSI inspection
- Crane or heavy equipment services
- Utility locating

• Unforeseen site/digging conditions including civil scope outside of typical footing design (ex: drainage, etc.) capabilities, delegated design requirements, and any condition not specifically included in this proposal.

Site Preparation Requirements

• Stable, dry and soil compacted (95%), The installation site must be excavated and prepared to the specified depth and dimensions prior to mobilization. Subgrade drainage must not be installed prior to equipment installation. No loose-fill surfacing, or compacted aggregate subbase may be present in play pit prior to installation of play equipment unless otherwise quoted. If compacted aggregate subbase is not in Miracle Playsystems scope of work, it must be completed after playground installation and prior to PIP. Failure to meet these requirements may result in delays and additional charges.
• Less than 1% grade
• Accessible for labor and equipment
• Frozen ground conditions may impact construction schedule

6. General Exclusions

Unless specified, proposals do not include:
• Transporting materials to the jobsite from delivery site
• Installation
• Site base prep and drainage
• Permits, engineering, testing
• Soil samples, CPSI inspection
• Crane or heavy equipment services
• Specialty trades
• Power supply
• Insurance above $1M/$2M per occurrence
• Prevailing wages
• Permits, bonds
• Safety inspections
• Testing services
• DSA submittals and plan check services

7. Equipment Inspections

All equipment must be inspected upon delivery. Any missing or damaged parts must be reported immediately. Color discrepancies must be reported at the time of delivery; installation of equipment constitutes acceptance of all colors as delivered.

8. Foundation Guidelines For all Shade and Shelter Projects

Designs assume no adjacent structures or slopes unless otherwise qualified on bid. Additional engineering may be required for site-specific conditions. Client is responsible for providing current, site-specific geotechnical reports, site plans and civil drawings. Order may not be released to manufacturer without proper documentation. Manufacturers reserve the right to omit footing design from engineering package should unfavorable soils conditions or impact from adjacent structure foundations (or any other condition deemed appropriate by Manufacturer) be present in the provided geotechnical report, site plans or civil drawings. In the event Manufacture omits a footing design, the Client shall be solely responsible for retaining a qualified third-party engineer to provide a suitable foundation design. Note that final engineering will determine footing size. Larger footing sizes will result in an increased footing cost. If larger footing size is necessary, it will be acknowledged and addressed via change order prior to mobilization and footing installation.

9. Change Orders

All changes to the original scope of work must be documented in writing and signed by both parties before implementation. Change orders will include detailed descriptions of additional work, and revised pricing. Additional work may be billed at prevailing labor and material rates. No verbal authorization will be accepted. Client agrees to pay for any work performed without proper written authorization. Changes may affect delivery schedules and final completion dates.

10. Insurance

Includes General Liability and Workers Compensation. Waivers of subrogation or primary non-contributory endorsements incur additional costs.

11. Cancellation Policy

Equipment Orders: Orders may be cancelled within 48 hours of order acknowledgment without penalty. After 48 hours, cancellation is subject to a 25% restocking fee plus any costs incurred by manufacturer. Orders cannot be cancelled once production has begun - full payment required.

Installation Services: Installation may be cancelled up to 7 days prior to scheduled start date. Cancellations with less than 7 days' notice are subject to a minimum charge of $1,500 to cover mobilization costs and scheduling disruption.

Deposits: In case of client cancellation, deposits will be applied toward cancellation fees and restocking charges.

12. Remobilization

Pricing assumes single mobilization unless otherwise noted. Should Miracle Playsystems or its subcontractors be required to remobilize due to no fault of their own, a minimum remobilization fee of $3,500 per occurrence will be added to the final invoice.

13. Indemnity Clause

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems comparative negligence caused any damages.

Colorado Provision

To the extent permitted by applicable law and subject to the limitations imposed by the Colorado Constitution, including the Taxpayer's Bill of Rights (TABOR), the Client/Owner agrees to defend, indemnify, and hold harmless Miracle Playsystems in accordance with the indemnity obligations set forth above.

14. General Terms

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier. Client and owner/operator agree to indemnify and hold Miracle Playsystems, harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____

MIRACLE RECREATION EQUIPMENT COMPANY BRINGS YOU THE THRILLS OF A LIFETIME!

Miracle is one of the nation's first and most innovative playground equipment manufacturers. We first began shaping the future of play in 1927 when our founder Johnnie Ahrens created the Whirl — a tilting, kid- powered merry-go-round — based on the timeless insight that, "Kids want action." That same inspiration has driven 90+ years of innovation, including the introductions of the first fiberglass slide (1963), the 25- foot Mega Tower® (2000s), and the Avalanche Inclusive Slide (2015). Our latest advance, the Extreme Generation adventure playground, delivers challenging physical events for kids seeking extreme play. Its design brings play to new heights, with innovative, fully-enclosed skyways that provide elaborate rope-course-inspired activities far above ground, safely adding an element of perceived risk to any play space.

This never-ending dedication to innovation is the reason why, even after more than 90+ years, the Miracle legacy remains focused on building yours. We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Let's get you started by envisioning a playground that is meant for your community and right for your budget. It's why our legacy has always been about building yours.

MIRACLE® ADVANTAGE

We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Versalok ®

Our clamp design features a stainless steel, tamper-resistant fastener that eliminates the need for stacking multiple clamps.

Mira-Therm™

This textured vinyl coating for deck surfaces helps prevent rapid heat transfer, while the circle pattern keeps little fingers safe.

Gator Grip ®

The 3D textured pattern makes it easy — and comfortable — for kids to make their next moves.

Compound Resin

Provides superior strength and durability, advanced color fastness and UV resistance.

Safety

We're committed to providing equipment that meets and/ or exceeds the performance safety specifications established by organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. To verify product certification, visit www.ipema.org.

COLOR CHOICES

DESIGNER, GIVE YOUR PLAYGROUND STYLE!

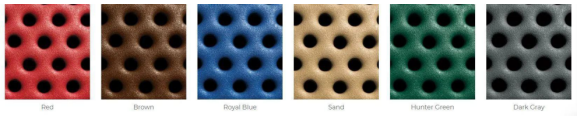
Rock-ite® Plastic Playground Colors

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers, and Panels.

Mira-Lene™ Playground Panel Colors

Mira-Cote® Powder-Coated Painted Metal Playground Colors

Posts, Arches, Swings, and Accents (Railings and Climbers).



Miracle® uses high quality materials and state of the art manufacturing processes.
Commercial playgrounds and products are subjected to years of environmental and solar exposure.
Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time.
So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.
Actual colors in catalog may vary due to four color printing process.

MIRACLE WARRANTY

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.

LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

LIMITED EIGHT (8) YEAR WARRANTY:
- Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
- Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
- Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).

LIMITED FIVE (5) YEAR WARRANTY:
- Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
- Mira-Therm™ PVC coating and PE coating against cracking or peeling.
- Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
- GFRP (Glass Fiber Reinforced Polymer) Products.
- Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).

LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

LIMITED ONE (1) YEAR WARRANTY:
- Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
- Pool slide support structures, stairways, landings and railings.
- All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non -conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:
- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other changes.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director – Facilities & Safety

DATE: April 9, 2026

RE: Agreement with Miracle PlaySystems for Design, Procurement, and Installation of Playground Equipment for the Monte Verde Elementary School TK Classroom

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

As part of the TK Classroom Project at Monte Verde Elementary School, new age-appropriate and compliant playground equipment is required to support the TK program and comply with educational and safety standards.

The attached agreement incorporates a competitively procured cooperative purchasing contract through Sourcewell (Contract No. 101625-PLP), awarded to PlayPower, Inc., with Miracle PlaySystems serving as an authorized vendor and installer.

The District is an active participating agency of Sourcewell and is authorized to utilize this contract pursuant to Government Code section 6500 et seq., which permits cooperative purchasing between public agencies.

The District is utilizing an agreement Incorporating the JPA Contract, rather than issuing a separate bid or Board resolution, as this procurement method satisfies all applicable public contracting requirements.

FISCAL IMPLICATIONS:

By this action: $132,242.17 will be paid from the Capital Facilities Fund (Fund 25).

RECOMMENDATIONS:

It is recommended that the South San Francisco Unified School District Board of Trustees approve the agreement with Miracle PlaySystems for the design, procurement, and installation of playground equipment for the TK Classroom Project at Monte Verde Elementary School in the amount of $132,242.17.

AGREEMENT INCORPORATING JOINT POWERS AUTHORITY SOURCEWELL CONTRACT FOR PLAYGROUND EQUIPMENT WITH INSTALLATION AND RELATED MATERIALS AND SUPPLIES WITH MIRACLE PLAYSYSTEMS

This Agreement ("Agreement") is entered into on April 10th, 2026, by and between South San Francisco Unified School District ("District") and Miracle Playsystems ("Vendor") (collectively referred to as the "Parties," and individually as a "Party") through a master agreement procured by Sourcewell, formerly known as the National Joint Powers Alliance or NJPA ("Sourcewell"), with PlayPower, Inc., Contract # 101625-PLP as follows:

RECITALS

WHEREAS, the District wishes to purchase and install playground equipment along with related materials and supplies that are manufactured by Miracle Playsystems, Inc. (the "Products") from Vendor, an authorized dealer and installer of the Products, in a cost-effective manner at Monte Verde Elementary School, 2551 St. Cloud Drive, San Bruno, California 94066 ("Site");

WHEREAS, Section 6500 *et seq*. of the California Government Code, inclusive of Section 6502, provides that two or more public agencies, if authorized by their legislative or other governing bodies, may jointly exercise any power common to them by forming a Joint Powers Association ("JPA"), even though one or more of the JPA members may be located outside the State of California;

WHEREAS, Section 6502 provides that it shall not be necessary that any common power be exercisable with respect to the geographical area in which such power is to be jointly exercised;

WHEREAS, Sourcewell is a public agency that operates under the legislative authority of the Minnesota State Legislature's Service Cooperative Statute that follows procurement procedures for products and services in accordance with Minnesota Uniform Municipal Contracting Law, Minnesota Statute section 471.345, and is permitted to engage in cooperative purchasing pursuant to Minn. Stat. § 123A.21 Subd. 7(23) to serve all government, education, and non-profit agencies nationally;

WHEREAS, the District is a participating public agency member of Sourcewell;

WHEREAS, the District and Sourcewell have the common power to contract;

WHEREAS, on or about August 21, 2025, Sourcewell, on behalf of all participating public agencies, published its Request for Proposal for Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services, RFP #101625 in various national and state publications and on the Sourcewell website;

WHEREAS, PlayPower, Inc. ("PlayPower") submitted a proposal to the RFP offering a comprehensive selection of playground products, installation services, and related equipment and supplies ("PlayPower's Proposal");

WHEREAS, Sourcewell awarded PlayPower a contract (Sourcewell Contract Number 101625-PLP) under the RFP, incorporating PlayPower's Proposal with an effective start date of January 6, 2026, and an expiration date of December 17, 2029, which may be renewed for three additional one (1)-year terms, through December 17, 2032, upon the request of

Sourcewell and written agreement by PlayPower. Sourcewell Contract Number 101625-PLP and PlayPower's Proposal are attached as **Exhibit A**, which documents are incorporated herein in their entirety by this reference ("JPA Contract");

WHEREAS, Vendor is a Responsible Supplier of PlayPower listed in PlayPower's Proposal;

WHEREAS, the District, pursuant to Section 6500 *et seq*. of the California Government Code, desires to utilize the JPA Contract for purchase of the Products;

WHEREAS, Vendor is prepared to provide the District with, and install, the Products in accordance with the terms of the JPA Contract.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:

    1.1. The JPA Contract attached hereto as **Exhibit A,** all other documents attached thereto or incorporated therein by reference, including, without limitation, the RFP, and any and all amendments or term extensions to the JPA Contract.

    1.2. Vendor's Scope of Work, dated March 5, 2026, which is attached hereto as **Exhibit B.**

    1.3. The following certifications/documents attached hereto: Prevailing Wage Certification, Workers' Compensation Certification, Criminal Background Investigation / Fingerprinting Certification, Asbestos & Other Hazardous Materials Certification, Lead-Product(s) Certification, Registered Subcontractors List and Off-Road Diesel-Fueled Fleet Certification, if applicable.

    1.4. The performance bond, payment (labor and material) bond, and the certificate(s) and endorsement(s) of insurance required hereunder.

2. To the extent any term or condition of this Agreement is inconsistent with the JPA Contract, this Agreement shall control over all other contradictory provisions in the JPA Contract except for the Scope of Work, delivery, payment, venue, jurisdiction, termination for convenience, prevailing wage, term, or other provisions required by California law, in which case this Agreement shall control over all other contradictory provisions in the JPA Contract.

3. Vendor agrees to sell and supply and deliver to and install all Products and perform and complete the Scope of Work at the Site as further described in **Exhibit B** attached hereto and pursuant to this Agreement. The Project is the Scope of Work completed at the Site.

4. **Pricing Acknowledgment and Certification.** Vendor hereby acknowledges and certifies that the Products identified in **Exhibit B** are available under the JPA Contract and the prices under **Exhibit B** are equal to or less than those offered under the JPA Contract.

5. **Compensation.** The not-to-exceed purchase price for the Products, including installation, shall be One Hundred Thirty-Two Thousand, Two Hundred Forty-Two and 17/100 Dollars ($132,242.17) (the "Contract Price"), as more specifically identified in **Exhibit B**. The Contract Price consists of the cost of all fully-installed Products at the Site, including, without limitation, shipping, taxes, and all Work according to **Exhibit B**.

6. **Payment.** On a monthly basis, Vendor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Agreement as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Vendor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

7. **Schedule; Completion Date.** Vendor shall perform and complete the scope of Work according to a schedule to be mutually agreed to by the Parties. Work shall begin upon District's issuance of the Notice to Proceed and shall be completed by ***June 23rd, 2026*** ("Completion Date").

8. **Labor Code Requirements.** Vendor shall comply with all applicable provisions of the California Labor Code, Division 3, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars ($1,000). Copies of the prevailing rate of per diem wages are on file with District or available online at http://www.dir.ca.gov/. In addition, Vendor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the California Labor Code, beginning with Section 1720, and including Section 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Vendor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

    8.1. **Registration**: Vendor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

    8.2. **Registered Subcontractor List:** Within 30 days of the award of contract or prior to commencing the Work under this Agreement, whichever occurs first, Vendor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Vendor and all tiers of Subcontractors to enable District to provide notice to the Department of Industrial Relations (DIR) of the Agreement (PWC-100 form). Vendor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

    8.3. **Certified Payroll Records**: To the extent applicable, Vendor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file online directly to the DIR on no less than every thirty (30) days while Work is being performed and within thirty (30) days after the final day of Work performed at http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice,

worker, or other employee employed by the Vendor and/or each subcontractor in connection with the Work. Within ten (10) days any written request by the District, If applicable, Vendor and its subcontractors shall provide CPRs. If Vendor or its subcontractors fail to comply within the 10-day period, District shall notify the Labor Commissioner, who may request penalties be withheld from progress payments then due.

8.4. **Labor Compliance**: To the extent applicable, Vendor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

9. **Claims.** In the event of any demand by Vendor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by District under the Agreement, (B) payment by District of money or damages arising from work done by, or on behalf of, Vendor pursuant to the Agreement and payment of which is not otherwise expressly provided for or to which Vendor is not otherwise entitled to, or (C) an amount of payment disputed by District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Vendor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Vendor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Vendor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Vendor and its subcontractors shall continue to perform the Work under the Agreement and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of District.

10. **Payment Bond and Performance Bonds**. Vendor shall not commence the Work until it has provided to District, in a form acceptable to District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to District.

11. **Insurance**. Vendor shall not commence the Work until all insurance required under the JPA Contract has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District. District and its Board of Education, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers' Compensation Insurance.

12. **Termination for Convenience.** In addition to the termination rights of the Parties set forth in the JPA Contract, District shall have the right to terminate this Agreement for convenience and compensate Vendor only for services satisfactorily rendered to the date of termination. Written notice, addressed as set forth in the JPA Contract, by District shall be sufficient to stop further performance of services by Vendor. Notice shall be deemed given when received by Vendor or no later than three (3) days after the date of mailing,

whichever is sooner. Notwithstanding any provision to the contrary, this Termination for Convenience provision shall control over any contradictory provision in the JPA Contract.

13. **Miscellaneous Provisions.**

13.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.

13.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire Agreement between District and Vendor and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

13.3. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this Agreement shall be commenced and maintained in the County of San Mateo, California. Notwithstanding any provision to the contrary, this venue and jurisdiction provision shall control over any contradictory provision in the JPA Contract.

13.4. The Parties agree to execute all such other documents and to take all such other actions as may be reasonably necessary to effect and carry out the purposes of this Agreement.

13.5. This Agreement may be executed in several counterparts. Signature of copies and facsimile or electronic versions of this Agreement shall have the same force and effect as signature of the original.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED, and signed on the dates indicated below:

South San Francisco Unified School District	**Miracle PlaySystems**
Date: _____, 2026	Date: _____, 2026
By: _____	By: _____
Title:_____	Title:_____
Address: South San Francisco Unified School District 398 B St South San Francisco, CA 94080	Address: Miracle PlaySystems 1276 S Main St. Salinas, CA 93901

Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars ($50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

PREVAILING WAGE CERTIFICATION AND
RELATED LABOR REQUIREMENTS CERTIFICATION

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

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

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

CRIMINAL BACKGROUND INVESTIGATION /FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the District that I am a representative of the Vendor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Vendor.

Vendor certifies that it has taken at least one of the following actions (check all that apply):

☐ Pursuant to Education Code section 45125.2(a), Vendor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Vendor 's employees, subcontractors or suppliers and District pupils at all times; and/or

☐ Pursuant to Education Code section 45125.2(a), Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Vendor is a sole proprietor, and elects the above option, Vendor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Vendor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Vendor under the Contract.

☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Vendor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Vendor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Vendor under the Contract.

☐ The Vendor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Vendor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of Vendor 's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;**"** and/or

☐ The Vendor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Vendor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Vendor's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

Vendor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Vendor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Title: _____

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Vendor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Vendor's work on the Project for District.

Vendor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Vendor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Vendor's expense at no additional cost to the District.

Vendor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Equipment Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because Vendor and its employees will be providing services for the District, and because Vendor's work may disturb lead-containing building materials, VENDOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that Vendor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (Including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. Vendor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of Vendor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Vendor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, Vendor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of Vendor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of Vendor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND VENDOR.

Date: _____

Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Print Title: _____

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: _____

Date Submitted (for Updates): _____

Vendor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Vendor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Vendor acknowledges and agrees that, if Vendor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and Vendor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

PERFORMANCE BOND
(100% OF CONTRACT PRICE)

(Note: Principal/Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Trustees ("Board") of the South San Francisco Unified School District ("District") and Miracle Playsystems ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Monte Verde Elementary School – Playground Equipment

("Project" or "Contract") which Contract dated _____, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

_____

Dollars ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship,

and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Vendor/Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
CONTRACTOR'S LABOR & MATERIAL BOND
(100% OF CONTRACT PRICE)

(Note: Principal/Vendor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Board of Trustees ("Board") of the South San Francisco Unified School District ("District") and Miracle Playsystems ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Monte Verde Elementary School – Playground Equipment

("Project" or "Contract") which Contract dated _____, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____
_____ ("Surety")
are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____
Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Vendor/Principal must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

(1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

(2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.

(3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.

(4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

(1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

(2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.

(3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.

(4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.

(5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: _____

Proper Name of Vendor: Miracle Playsystems

Signature: _____

Print Name: _____

Title: _____

Vendor must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT

EXHIBIT A

Sourcewell Contract Number #101625-PLP

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

MASTER AGREEMENT #101625
CATEGORY: Playground, Water Play and Aquatic Equipment, Site Amenities, and Outdoor Fitness Equipment with related Accessories and Services
SUPPLIER: PlayPower, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive, #100, Huntersville, NC 28078 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on December 17, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP #101625 – Category 4 to Participating Entities. In Scope solutions include but are not limited to:

   a) Playground Equipment

   and at least one of the following:

   b) Water Play or Aquatic Equipment);
   c) Outdoor Site Amenities and Furnishings; and
   d) Outdoor Fitness .

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies, materials, or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included

Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in

court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Agreement.
   - $1,500,000 each occurrence Bodily Injury and Property Damage
   - $1,500,000 Personal and Advertising Injury
   - $2,000,000 aggregate for products liability-completed operations
   - $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

d) **Waiver of Subrogation.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Agreement or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its

subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	PlayPower, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Rich Albright 056F545DA18B46C...
By: _____	By: _____
Jeremy Schwartz	Rich Albright
Title: Chief Procurement Officer	Title: Vice President/General Manager
Date: 1/6/2026 | 6:09 PM CST	Date: 1/6/2026 | 1:20 PM CST

RFP 101625 - Playground, Water Play and Aquatic Equipment, Slte Amenities, and Outdoor Fitness Equipment with related Accessories and Services

Vendor Details

Company Name:	PLAYPOWER, INC.
Does your company conduct business under any other name? If yes, please state:	NC
Address:	11515 VANSTORY DR. STE 100 HUNTERSVILLE, NC 28078
Contact:	Inc. PlayPower
Email:	brandy.clory@playpower.com
Phone:	417-354-2509
Fax:	417-354-2509
HST#:	43-1681424

Submission Details

Created On:	Wednesday September 10, 2025 15:15:48
Submitted On:	Thursday October 16, 2025 15:36:32
Submitted By:	Inc. PlayPower
Email:	brandy.clory@playpower.com
Transaction #:	743a84e3-e5ef-4b4d-95b7-312a3eefdb18
Submitter's IP Address:	147.243.172.231

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *
1	Provide the legal name of the Proposer authorized to submit this Proposal.	PlayPower, Inc.
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Miracle Recreation Equipment Company PlayPower LT Farmington, Inc. Playworld Systems Inc. E-Z-Dock, Inc. Shade Structures, Inc. Wabash Valley Manufacturing Inc. Soft Play - Playtime, LLC No Fault LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Miracle Recreation Equipment Company: Cage: 3Y251 UEI: ZEDZXAZD8BM6 PlayPower Lt Farmington, Inc: Cage: 1DSL3 UEI: L86VSX3PNNL8 Playworld Systems Inc: Cage: 1EJ63 UEI: J3DNXNA1ALK7 E-Z-Dock, Inc: Cage: 3BFJ8 UEI: CJLNNGH6RGU5 Shade Structures, Inc: Cage: 4HG41 UEI: KPW7BLUM5NR7 Wabash Valley Manufacturing Inc: Cage: 0FTL0 UEI: S461LC2F9L11 Soft Play - Playtime, LLC: Cage: 4HZ31 UEI: MSEZAJ93Y2D5 No Fault LLC: Cage: 9HHT1 UEI: PWG6DEZWHX75

5	Provide your NAICS code applicable to Solutions proposed.	Below are the codes noted on our SAM registrations. 238990 - All Other Specialty Trade Contractors 314999 - All Other Miscellaneous Textile Product Mills 332311 - All Other Miscellaneous Textile Product Mills 326199 - All Other Plastics Product Manufacturing 332312 - Fabricated Structural Metal Manufacturing 334512 - Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use 336611 - Ship Building And Repairing 337127 - Institutional Furniture Manufacturing 339920 - Sporting And Athletic Goods Manufacturing 339999 - All Other Miscellaneous Manufacturing 423910 - Sporting And Recreational Goods And Supplies Merchant Wholesalers 488310 - Port And Harbor Operations 488390 - Other Support Activities For Water Transportation 561210 - Facilities Support Services 713930 – Marinas 713940 - Fitness And Recreational Sports Centers 713990 - All Other Amusement And Recreation Industries	
6	Proposer Physical Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
7	Proposer website address (or addresses):	www.PlayPower.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	W. Todd Brinker Senior Vice President, Commercial Growth 11515 Vanstory Drive #100, Huntersville, NC 28078 Phone: 704-576-7928	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brandy D. Clory PlayPower Contracts Manager 878 E Highway 60 Monett, MO 65708 Phone: 417-354-2509	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Maura Garcia – EZ Dock Phone: 417 -737-2110 Email: maura.garcia@playpower.com Brett Kidd - Little Tikes Commercial Phone: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Email: Mike.Sutton@playpower.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Brandy Clory – PlayPower Inc Phone: 417-354-2509 Email: brandy.clory@playpower.com Rich Albright - Soft Play Phone: 929-496-8897 Email: Rich.albright@playpower.com Whitney Klen – USA Shade & Wabash Valley Phone: 512-915-7800 Email: whitney.klen@USA-Shade.com Michele Munson – No Fault LLC Phone: 225-247-7449 Email: Michele.munson@nofault.com	*

Table 2A: Financial Viability and Marketplace Success (50 Points, applies to Table 2A and 2B)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Our PlayPower team is not merely a playground equipment company; we're a family of brands that are dedicated to strengthening families, building lasting friendships, and encouraging people of all ages and backgrounds to experience the power of play! We realize the power that play can bring to unite a community and thus we seek to inspire by bringing fun and laughter to children and adults every day. Together, our PlayPower family has become a global leader in producing superior recreational equipment that has been beneficial to communities over many generations. PlayPower is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal watercraft, innovative surfacing products and indoor contained play structures. Our PlayPower family offers full turnkey solutions to meet the specific recreational needs of communities everywhere. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland, and Scotland. PlayPower's VISION is to be the leader in the development of legendary, innovative, and inclusive play and recreation experiences worldwide. PlayPower's MISSION is to engineer and manufacture recreational equipment that is safe, inclusive, highly durable, and easy to maintain so that the communities we serve can focus on fun! PlayPower's GOAL is to continue to be recognized as the trailblazer for inspiring and creating innovative products while providing excellent customer service. We will continue to leverage our brands globally to the benefit of all who use our products, and to our customers, employees, and shareholders. PlayPower VALUES honesty, integrity, respect and care for others, inclusivity, sustainability, transparency, collaboration, accountability, passion, purpose, and promotion of community engagement. PlayPower originally began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: Miracle Recreation Equipment Company Little Tikes Commercial Playworld Wabash Valley EZ Dock USA Shade & Fabric Structures Soft Play/Playtime No Fault Tayplay HAGS PlayPower's companies are leaders in the markets in which they serve, and in combination, have HUNDREDS of years of experience bringing play and recreation to life.
12	What are your company's expectations in the event of an award?	Here at PlayPower, we believe that partnership extends beyond contracts. We greatly appreciate the opportunities we have had to work hand in hand with Sourcewell to bring recreation and joy to the many communities we serve. Our PlayPower teams have a long track record of going above and beyond for our Sourcewell agencies, and welcoming them to our PlayPower family as valued members of our team. Together with our Sourcewell partners, PlayPower is excited to continue to bring the power of play to the many wonderful communities of our Sourcewell agencies throughout the US and Canada. Our teams at PlayPower will continue engaging our Sourcewell agencies with our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault. We will continue to employ our Sourcewell contract as our primary North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows Our goal, with having 8 of our strongest brands in our portfolio, would be at a minimum, to exceed $60M annually in total contract sales over the term of the contract, including equipment, installations, and ancillary products and services.

13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	PlayPower is a company with more than $500M in annual sales. We employ more than 1,800 individuals, working in 9 manufacturing facilities around the world, supporting 12 world-class brands. PlayPower is currently owned by the private equity firm Littlejohn & Co, with $8B in assets under management. Please see https://littlejohnllc.com/ for additional details. However, it was announced in a press release on September 15, 2025 that Littlejohn & Co has sold PlayPower to Platinum Equity. That sale is expected to have regulatory approval to close by the end of 2025. Press release can be found here: https://www.platinumequity.com/news/platinum-equity-to-acquire-playpower/. Platinum has more than $50B in assets under management. More details can be found through their direct website here: https://www.platinumequity.com/.	*
14	What is your US market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's Outdoor Playground equipment market share in the US is 26.0%.	*
15	What is your Canadian market share for the Solutions that you are proposing?	According to the Q4 2024 International Play Equipment Manufacturers Association (IPEMA) Report, PlayPower's outdoor Canadian market share is 32.0%.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. is best described as a manufacturer of recreational equipment, indoor and outdoor playground equipment, outdoor furnishings, fabric shade structures, floating dock systems, and playground surfacing. With a few exceptions, PlayPower Inc. operates with independent representatives / vendors that manage sales within all areas of North America and Internationally. All representatives are contractually responsible for selling and installing all products proposed within this RFP. In addition, all of PlayPower's employees and independent representatives / distributors / vendors are certified and factory trained to repair and service PlayPower's recreation and playground equipment, equipment and materials. We have included our list of representatives for each of our brands with this RFP.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell our products in all 50 states, 10 Canadian provinces, along with many international locations. We are committed to providing Sourcewell agencies with a safe, enjoyable, inclusive, family friendly environment to play and grow. Our commitment to our Sourcewell agencies begins by meeting and / or surpassing safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. In addition to exceeding these standards and guidelines, we also actively participate in ASTM and CPSC development, and we are active members of IPEMA. Our employees, sales representatives, distributors, vendors and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. Our PlayPower team has the knowledge, expertise and experience to develop safe recreational play environments that build positive community fellowship and unity. Our team seeks to inspire communities, encourage imaginative and interactive play, promote inclusivity, and bridge generational gaps through the power of play. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in all of PlayPower's outdoor brand catalogs signifies that PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's website to confirm product certification which can be found here: https://ipema.org/certified-product/.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	None.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	The Chicago Athenaeum: Museum of Architecture and Design awarded The Good Design Award to: - Quito by Playworld in 2023 - Tot Builders by Little Tikes Commercial in 2023 - Miracle Machines by Miracle Recreation in 2024	*
21	What percentage of your sales are to the governmental sector in the past three years?	Below are the sales averages for the government sector per brand for the past three years combined. - Little Tikes: 44% - Miracle: 47% - Playworld: 45% - Soft Play: 10% - USA Shade: 28% - Wabash Valley: 30% - EZ Dock: 10%	*
22	What percentage of your sales are to the education sector in the past three years?	Below are the sales averages for the education sector per brand for the past three years combined. - Little Tikes: 38% - Miracle: 40% - Playworld: 43% - Soft Play: 2% - USA Shade: 46% - Wabash Valley: 50% - EZ Dock: 1%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	PlayPower currently holds an active Sourcewell contract which has an average annual sales of approximately $57Million per year. We currently hold an active CMAS contract which has an average annual sales of approximately $4Million per year. We also have an active NASPO ValuePoint contract that encompasses NASPO state participating addendums with Arizona, Arkansas, Hawaii, Iowa, Kentucky, Missouri, Nebraska, New Mexico, Oklahoma, Oregon, South Carolina, South Dakota, Utah, and Washington, which has a total average annual sales of approximately $2Million per year combined. We hold a CoStars contract which has an average annual sales of approximately $50,000 per year and we also hold contracts with NJ Start which has an average annual sales of approximately $200,000 per year. We also hold several local contracts with schools and/or municipalities which piggyback off our Sourcewell contract.	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our USA Shade brand is the only PlayPower brand in our Sourcewell contract with an active GSA contract in which they have an average annual sales of approximately $250,000 per year.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Knoxville Parks & Recreation	Joel Asher, Maintenance Superintendent	(865) 215-1703	*
Fairfax County Public Schools	Brandon A. Phillips, Office of Facilities Management	(703) 802-7500	*
Dearborn Public Schools	Mark Andrews, Director of Operations	(313) 590-9783	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	PlayPower's vast team of over 1,800 professional sales representatives, distributors, and vendors are eager to provide excellent service to Sourcewell members. PlayPower's large, diverse portfolio and sales network provides a significant advantage for Sourcewell agencies by providing turnkey solutions to meet their recreational and playground needs within an all-in-one source.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	PlayPower's local representatives and distributors typically operate as exclusive independent, agencies. There are a few exceptions, where sales territories are managed through direct PlayPower employees.	*
28	Service force.	All representatives, distributors, vendors, and installers are professionally trained and certified to either sell and / or service our products. Included is a comprehensive global list of representatives for each brand.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of PlayPower's brands contains representatives/distributors that will vary by geographic location. Please refer to the most current distributor listing for each brand which has been provided with this RFP submittal. Once the Sourcewell agency has communicated the intent to make a purchase through our Sourcewell contract to our representative, our representative will confirm that the price quoted matches the purchase order and is discounted according to the terms of the contract. The price quoted will contain the appropriate pricing, Sourcewell contract discounts, freight terms, freight pricing, lead times, and any additional pertinent information that the customer may need or request. Once the final quote is signed and/or the agency purchase order is received, the PlayPower representative will submit an electronic equipment order directly to the corresponding PlayPower company so that the project can be scheduled for manufacturing and assigned a delivery date as requested by the agency. Prior to delivery of the equipment, a delivery driver or associate will reach out to the agency to discuss delivery times and details. Once the equipment is fully manufactured and shipped, an invoice will be generated and mailed to the agency. While this is the typical ordering process, the process can differ slightly based on differing agency requirements, proposal adjustments, etc. during the process.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent representatives typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing excellent service throughout the purchasing journey. If Sourcewell agencies have questions, concerns, or need help with their orders, our brands have dedicated customer support teams that are always happy to help! Each of our many brands can be found on our PlayPower website located at https://playpower.com/. Playworld Systems, Inc. can be reached in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld's Technical support line (800) 233-8404 is available 24/7 but non-urgent calls will be handled during normal business hours 8:00am to 4:30pm EST Monday-Friday. Our Playworld customer service team can also be reached at info@playworld.com for requests. Online chat is also available 8:00am-4:30pm EST on our Playworld website at https://playworld.com. Miracle Recreation Equipment Company can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle's Technical support line (888) 458-2752 seven days a week, 24 hours a day. However, non-urgent calls will be handled during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our Miracle customer service team can also be reached at https://www.miracle-recreation.com/contact/ for requests and we also have online chat available 8:00am-4:30pm EST on our Miracle's website at https://www.miracle-recreation.com/. Little Tikes Commercial can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Technical support line (800) 497-5246 during normal business hours between 8:00am to 5:00pm CST Monday-Friday. Urgent calls during after-hours or weekends can reach our 24-hour Customer Service Hotline by calling 866-LTC-4FUN (866-582-4386). Our Little Tikes customer service team can also be reached through our online contact form at https://response.littletikescommercial.com/contactus or by email at ltc_customer_care@playpower.com to reach our Little Tikes Technical Support team or info@ltcps.com for basic information. For more information, please visit the Little Tikes website at https://littletikescommercial.com/. Wabash Valley can be reached in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Wabash Valley Technical support line (800) 253-8619 during the business hours of 8:00am to 5:00pm CST Monday-Friday. Our Wabash Valley customer service team can also be reached by email at WVMSales@WabashValley.com. For more information, please visit the Wabash Valley website at https://wabashvalley.com/. EZ Dock can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our EZ Dock Technical Support and Sales Administration Team can be reached at (800) 654-8168 during normal business hours 8:00am to 5:00pm CST Monday-Friday. Our EZ Dock customer support team can also be reached through our online contact form at https://www.ez-dock.com/contact-form/. For more information, please visit the EZ Dock website at https://www.ez-dock.com/. USA Shade can be reached in writing at 2580 Esters Blvd, Suite 100 DFW Airport, TX 75261 USA. Our USA Shade Technical Support Team can be reached at (800) 966-5005 during normal business hours from 8:00am to 5:00pm CST Monday-Friday. Our USA Shade customer support team can also be reached through our online contact form at https://www.usa-shade.com/contact-us/. For more information, please visit our USA Shade website at https://www.usa-shade.com/. No Fault can be reached in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809 USA. Our No Fault Technical Support Team can be reached at (800) 232-7766 during normal business hours of 8:00am-5:00pm CST Monday-Friday. For standard information, our No Fault team can be reached at Toll-free: 866-NFSPORT or 866-637-7678. Your No Fault customer support team can also be reached through our online contact form at https://response.nofault.com/contactus. For more information, please visit our No Fault website at https://nofault.com/. Soft Play / Playtime can be reached in writing at 13310 James E. Casey Ave. Englewood, CO 80112 USA. Our Soft Play Technical Support Team or Sales Administration team can be reached at (800) 782-7529 Ext. 3429 during normal business hours 8:00 to 5:00 MDT Monday-Friday. Our Soft Play customer support team can also be reached through our online contact form at https://www.softplay.com/contact-us/. For more information, please visit our Soft Play website at https://www.softplay.com/.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are happy to provide all of our products and services under PlayPower's portfolio to any and all of Sourcewell participating entities within the 50 US states!	*

32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We look forward to providing all of our products and services under PlayPower's portfolio to any and all Sourcewell participating entities in the 10 provinces of Canada as well!	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	PlayPower covers ALL geographic areas of the United States and Canada	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	PlayPower happily serves all entity sectors.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no contract restrictions that would apply to members in Hawaii, Alaska and / or the US territories. We happily provide our products and services to our Hawaii and Alaska customers as well as all other US territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes, we are proud to partner with all Sourcewell participating nonprofit entities.	*

Table 4: Marketing Plan (75 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our marketing objective is to consistently increase our reach and closure of projects by continuing to pursue / provide high-quality leads while also providing effective sales tools to our sales representatives in presenting the outstanding solutions that our contract provides for participating agencies. Our PlayPower Contracts Manager is dedicated to overseeing and managing our Sourcewell contract, as well as continually distributing leads to the appropriate PlayPower representatives. Our Contracts Manager assists our PlayPower marketing team and reviews Sourcewell marketing materials as they are being developed. From there, our PlayPower Contracts Manager and marketing team will work hand in hand with our teams throughout the US and Canada to promote our contract nationally, including a multi-program approach that overlays our current marketing strategy and future plans. Details of those programs are as follows: CATALOGS / BROCHURES: - Sourcewell Brochures - We have already created brand-specific brochures (Little Tikes Commercial, Miracle, and Playworld) detailing the benefits of our Sourcewell contract which are utilized during sales presentations, trade shows, and other important events. - These brochures are available in print and digital format, for use in multiple ways and are distributed to each of our representatives. - Full Catalogs - Our brand-specific, full-line product catalogs are produced and distributed annually and are available each year in January. - Information regarding the Sourcewell contract is included within each new catalog that we develop annually. WEBSITES: - We have a page specifically dedicated to actively feature and promote the benefits of Sourcewell membership on each of our brand websites shown below: - Miracle: https://www.miracle-recreation.com/planning/our-partners/sourcewell/ - Little Tikes Commercial: https://littletikescommercial.com/sourcewell/ - Playworld: https://playworld.com/sourcewell/ - No Fault: https://nofault.com/resources/ - EZ Dock: https://www.ez-dock.com/resources/njpa/ - USA Shade: https://www.usa-shade.com/about-us/contracts-affiliations/ EMAIL / PR: - Sourcewell will be featured in email campaigns to those individuals that have opted for PlayPower brand-specific e-communication. SOCIAL MEDIA: Content will be posted on brand-specific pages on various social platforms, including Meta (Facebook), X (formerly known as Twitter), and LinkedIn. TRADE SHOWS: - As part of our in-depth trade show plan, we include representation of this program at each trade show, including product brochures. - Little Tikes Commercial, Miracle Recreation, and Playworld, all have large booths and representation at the annual NRPA & ASLA annual tradeshows/conferences, along with several other national trade shows, and hundreds of state and local trade shows. SALES TOOLS / TRAINING: - Brand-specific PowerPoint & Digideck sales presentations were created to discuss selling features and benefits of the program to our rep agency partners. In addition, each of PlayPower's brands has training modules for all employees and representatives. - Regular brand-specific email newsletter to rep agencies (from Sales VP), promoting programs and providing tools for programs. - Rep Agency sales communication portal provides training/sales tools/resources for our sales reps to help promote programs and services. *Examples of our marketing materials as they relate to Sourcewell are included with this RFP submittal*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	PlayPower's dedicated marketing team is constantly seeking new and innovative promotion techniques through the use of technology. Our current marketing strategy includes programs that promote our products and services through multiple digital media channels including: - Brand specific websites, on partner and funding pages - Email marketing campaigns - Social media, including Facebook/Meta, X (formerly known as Twitter), and LinkedIn. However, we also maintain promotional videos for each of our brands on YouTube as well. - Geotargeting campaigns promoting our Sourcewell contract

39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our goal is for Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its participating agencies. On occasion, we would appreciate the support of a Sourcewell Representative to potentially assist with customer calls and / or visits when needed. We would also appreciate Sourcewell attendance at our annual sales meetings for our outdoor equipment brands when available. In acknowledgement of this, PlayPower Inc. understands the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our website and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all our representatives, partners, distributors / vendors, catalogs, and digital marketing. Our commitment to Sourcewell and its members will always remain transparent and constant: we are 100% committed to Sourcewell from our executive level through our rep network.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Project requirements vary from location to location and while most projects are designed most often using standard products, design layouts tend to be very customized. For this reason, e-procurement ordering would be very difficult, so therefore we do not offer e-procurement.	*

Table 5A: Value-Added Attributes (100 Points, applies to Table 5A and 5B)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, durable, reliable, and innovative recreational equipment to all communities. Training for our Sourcewell agencies is not required or necessary, however we do offer maintenance and installation training upon request. All our representatives and installers are mandated to complete extensive product training and are certified to assist their customers in training when needed. Sourcewell participating agencies are invited to visit our factories, for touring and training as requested.	*
42	Describe any technological advances that your proposed Solutions offer.	ENGINEERING & DESIGN: Regardless of the Sourcewell participating agency's level of recreation or playground equipment expertise, PlayPower promises to provide as much help as they may need. Sourcewell agencies can virtually design their own playground on our websites for example, or they can work together with our network of professional design consultants that will assist them every step of the way. Our advanced computer-assisted design (CAD) capabilities provide our customers with the most versatile, detailed commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Accurate, up-to-date, direct electronic access to product information is available to all PlayPower personnel. PlayPower sales representatives also have access to our product information, and they are able to conduct on-the-spot designs through our proprietary PlayCreator software for customers. Our consultants have the ability to produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design to meet Sourcewell participating agency needs. Our consultants can also send information directly to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Once developed and finalized, designs (once approved) can then be transmitted to our internal system and scheduled for production. MATERIALS & INNOVATION: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. While we still use our Versalok® II clamping system, GatorGrip® for handrails, Flo-Coat® steel tubing, Mira-Cote® powder coating, Mira-Therm® for play structure steps, ramps, decks and bridges, Naturtek to replicate the actual look and feel of real rocks, trees and stumps, and Gelefish play component configurations, we've also been very busy developing brand new innovative play equipment! We are honored and excited to list a few of our state-of-the-art innovations below: PlayCubes® Sensory Additions have been a fantastic addition to our playground equipment offerings. PlayCubes® Sensory Additions make tactile, visual, and auditory engagement easy for all kids to experience! From spiraling spinners to a textured floor insert, these components inspire greater interaction not only on the playground, but within the community. Our Mighty Descent™ slide is another new addition to our products. We believe that everyone deserves to experience the distinct rush of sliding! Designed with an extra-wide bedway, Mighty Descent encourages visitors of every age and ability level to share in cross-generational fun as they race down its signature slope together.	

		Our new PlayHills™ products provide our customers with a modern take on traditional hill play, PlayHills redefine new and existing play spaces through an abundance of climbing, sensory, and social activities that all community members can experience together. We have a variety of new rope climbers to include Tianzi™, Naica™, and Quito™. Our new Tianzi products are designed for a wide variety of potential layouts. Tianzi features rope climbing nets with patterns that challenge kids' abilities. Additional features such as a rubber balance beam and bell culminate the experience, promising fun-filled adventure for any community. Our new Naica products are inspired by Mexico's Cave of the Crystals, Naica (pronounced Nī-Ka) combines triangular climbing nets with traditional components, such as the Mighty Descent, to encourage skill development through daring exploration. When connected to other rope products like Playworld's new Quito, it can form countless RopeScapes™ full of the subterranean adventure of its namesake. Thanks to its distinct design, Naica is sure to become the crowning jewel of any playground. Our new Quito (pronounced KEE-toe) is a freestanding net climber that takes kids on a journey to the center of the web. Its daring, distinctive design offers a commanding, compelling playground presence. We also now offer PlaySoleil™ products to optimize community safety and minimize light pollution with PlaySoleil solar lighting, the low cost, eco-friendly answer to after-hours playground security. Our PlayTown™ products were created with input from child development and inclusive play consultants to ensure that everyone is welcome. Each item is full of whimsical details to encourage solitary, social, and imaginative play. Clear lines of sight make supervision easy. Our Sky Towers® now provides our communities with imaginative, innovative, and unforgettable Sky Towers to evoke the exciting sensation of climbing through the sky and being one with nature. Our new Hex Quest™ collection consists of hexagonal climbers in a variety of configurations for kids to explore. Each hex is constructed of durable rotomolded plastic and features openings to provide kids with all kinds of play paths. As they choose how to move through geometric terrain, kids will build their decision-making skills and confidence along with their physical abilities. Caregivers can also keep watch easily thanks to clear sightlines. Available in numerous layouts with varying levels of difficulty, Hex Quest encourages your whole community to connect and have fun together. We also collaborated with The Rube Goldberg® Institute for Innovation & Creativity to develop Rube Goldberg® Miracle Machines™. These products feature levers, pulleys, slides, and switches for kids to manipulate, while also adding a touch of whimsy to any playground. These elaborate play panels are designed to thrill and engage the senses for everyone ages 2 and up, helping to develop cognitive and fine motor skills as well as provide insights into cause- and-effect relationships. With our new Phyzics® Moon collection, children can feel as though they are able to soar past the stratosphere. These products feature a mix of climbing challenges, proprioceptive thrills, and social spots. This modern lineup encourages kids ages 5 – 12 years old to build their all-around skills, meet new friends, and create lifelong memories. Our new Interactive Play panels engage children of all ages and abilities. These additions are a simple yet effective way to introduce accessible, sensory activity to community play spaces. These new panels allow children to flick colorful switches and listen to the ring of chimes. We have developed two new, inclusive seesaws. Our Inclusive Seesaw features four seats strategically designed to allow those with mobility devices to easily transition on and off of the equipment. Handlebars are located in front of each seat for support, and an optional five-point harness is available. Additional users can also join the center. We also have our new Dennis Inclusive Seesaw, which is a fun new addition that is perfect for playground visitors of all ages and abilities. Each seat on the Dennis Inclusive Seesaw is located at transfer-level height for easy accessibility and is designed with an optional five-point harness that secures users. They were also designed with handles on the back to allow caregivers to join in the play, with an optional third user sitting in the center, using the arched rail as support. Our Hyperbolix™ products present playground visitors with a web of challenges that test a child's proprioception and vestibular system. Rope netting and handlebars alternate on each side of the metal, octagonal frames for varied climbing. Its center can be left open for kids to go through, or it can be covered. We also know that care providers need innovative products. So, we developed a new bench line for those moments when our playground visitors need to sit down and relax. Our Miracle + Best Buddies Buddy Bench line can provide a beautiful bench for our customers, while also supporting Best Buddies volunteers and programs serving individuals with Intellectual and Developmental Disabilities (IDDs) and their families.	

		Our new Quiet Grove products were intentionally designed to create a cozy retreat for playground visitors by combining the calming essences of nature with sensory activities to help children ease the stress overstimulation can cause without having to leave the playground. Trusted by generations of parents, teachers, librarians, and children, The Very Hungry Caterpillar and Carle's other timeless storybooks come alive through our colorfully creative products, designed to engage minds as well as bodies, our whimsical character climbers inspire all members of a community to imagine, grow, and play together. Now, kids and community members can join the Caterpillar and Butterfly on a journey full of imagination, growth, and play through our whimsical character climbers. Our new Hungry Caterpillar products are constructed of glass fiber reinforced polymer. These 30" climbers are low maintenance, UV-stable, and lightweight yet durable—making them an easy way to add a touch of creativity to any play space. Inspired by the elements that sustain all life on earth, we developed four independent play events that work hand in hand. The first is our Twist product, which features a series of suspended steel rings. Twist helps kids grow their strength, balance, and coordination as they climb throughout their whimsical design. A Talk Tube and flex tread panel at the ground level also inspires social and sensory play for visitors. The second is our Rock product. The four sections of our Rock steel climber are designed at increasing heights and challenge levels. Flex tread cutouts and suspended panels allow kids to build their balance and coordination as they navigate across this unique terrain. The third is our Surf product. Surf features a combination of rope and flex tread panels; this play event creates a wave-like motion for kids of all ability levels to enjoy. Kids can shift their weight as they explore throughout the center or create movement by sitting and holding on to the handholds located on either end. And last but certainly not least is our new Burst product. Burst is intentionally designed to emulate a volcano! Sounds erupt from the sensory drum at the top of this creative climber. Kids reach its peak by scaling any of the three climbing paths surrounding the center, or hang out in the interior cozy space with friends.	
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	While PlayPower seeks to bring communities together, inspire creativity, encourage healthy physical activity, and promote intellectual development through play across all ages, we also recognize that improving the health and wellbeing of a community begins by doing our part to sustain our planet by implementing environmentally friendly initiatives. That's precisely why we devote so much of our time and attention to our playgrounds and site furnishings. Simple design changes can make significant improvements in how children play, learn, and interact with nature. While PlayPower's overall goals are to create playground and recreational equipment that are fantastic for your budget while improving your overall community, we also strive to ensure that our equipment is friendly to Mother Nature as well. In order to ensure that our PlayPower teams are doing our part to preserve our planet, we recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Our PlayPower teams also take great pride in converting piles of used, disposed crumpled steel, along with truckloads of aluminum cans, and transforming this debris into stunning, innovative, state-of-the-art playground equipment. Our No Fault surfacing team has also prevented millions of tires from littering our US landfills by recycling them into colorful safety surfacing for playgrounds, beautiful walkways, and picturesque recreational areas with custom designed organizational logos. When our teams put recycling to work, we transform communities. We produce our equipment using as much recycled and recyclable material as possible, while still maintaining safety, durability and structural integrity. While PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, they are also made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's equipment is produced from at least 50% recyclable materials. Most importantly, our playgrounds are built with safety and longevity in mind. Our playgrounds are built to last for decades which drastically reduces carbon footprint. - PlayPower meets ISO 9001, ISO 14001 and OHSAS 45001 Standards - Other environmental initiatives: - All packing and shipping materials are 100% recyclable. - Recycling 95%+ of our waste. - Many of our raw materials contain 25% to 100% recycled content. - Reduced energy usage through conservation and lean manufacturing implementation. - Audits material content and operations for safety and environmental concerns *Please also see PlayPower sustainability brochure included with this RFP*	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower facilities meet ISO 9001, ISO 14001 Standards. Playworld was the first company in the industry to receive Cradle-To-Cradle certification. In 2012, Playworld's headquarters and manufacturing facilities in Pennsylvania were LEED certified by the U.S. Green Building Council.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CUSTOMER CONVENIENCE: PlayPower is the World's Largest, Fully Integrated Manufacturer. We have a large, 1,800+ group of professional sales representatives / distributors / vendors that are ready and able to serve Sourcewell's participating agencies. We have the most diversified line of products and services in the industry. No other businesses within the industry can compare to our user-friendly, effortless one-stop shop in recreational turnkey opportunities! Our multifaceted approach provides a significant advantage for Sourcewell agencies by making recreation and playground equipment purchases an effortless and stress-free process. INCLUSIVITY & CUSTOMIZATION: We actively use PlayCreator, a PlayPower exclusive proprietary software with safety & ADA accessibility in mind. Our proprietary playground design, rules-based PlayCreator software system only allows ADA compliant design. Our teams believe that fun does not discriminate, so play must not discriminate as well. Our commitment to all of our customers is to provide accessible playground equipment in order to promote a positive play experience for communities of ALL ages and ALL physical / social / emotional abilities. We fundamentally value and pursue inclusiveness by removing barriers that hinder childhood creativity and human development. With these values in mind, our engineering teams are constantly developing innovative equipment designs that are accessible, inviting, and immersive. Our PlayPower teams are excited to work with all Sourcewell participating agencies to ensure we design the recreational equipment that meets the needs of the communities they represent. Providing accessibility to the play space involves more than basic compliance with minimum accessibility requirements, standards, and laws. It means providing a safe and inviting space where community members of all abilities can unite and experience play together. PlayPower's playground equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas, while also giving our clients customizable creativity over their own projects. QUALITY PRODUCTS: PlayPower's commercial playground equipment, play structures, site amenities, shade products and dock systems etc. are manufactured utilizing proven processes that have been refined and enhanced over our combined 300+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: - Powder-coating paint system - Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs - Rotational molding machines, including the largest in our industry– which provide the capacity for more innovative and fun products - Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycling process with minimal waste. - Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs - MIG/TIG weld stations - Robotic welding - Waterjet cutting - Fiberglass fabrication - Custom manufacturing – one of only a few playground manufacturers in the world to offer this - In-house CAD design team to help create your dream playground - All PlayPower representatives and installers are factory trained and certified - PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell agencies - PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. - We have recently installed a Quality Vision System in our manufacturing that tracks parts through the plant and assists in problem solving to prevent incorrect or missing parts. PRODUCT SAFETY: Nothing is more important to our PlayPower teams than providing a safe, positive, welcoming environment for children to play. PlayPower has developed and maintained one of the most strenuous product testing programs in the industry. Our commitment to providing such an environment begins with meeting and / or exceeding safety performance specifications established by professional organizations and recognized regulatory bodies such as ASTM International, CPSC, CSA and EN. Our PlayPower brands not only comply with these standards and guidelines, but we also actively participate with ASTM and CPSC in their development. Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. Our teams have the knowledge and experience to ensure that maximum play value for children of all ages and abilities. Our staff maintains a very active role in the development and continuation of safety and performance guidelines and standards both within the U.S., and internationally. In fact, product safety is our core foundation before the concept phase of the development process even begins. Our team ensures that safety is our number one priority through monitoring both	*

		injury trends and market changes to proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We then rigorously test the safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed, and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirements of various standards, and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. Because customer safety and equipment reliability is our highest priority, our moving components and stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We are also active members of IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation / certification from the independent laboratory that our product(s) conform to the requirements of the indicated standard. We encourage our Sourcewell members to check the IPEMA website to confirm product certification as needed, which can be found by going to https://ipema.org. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed at https://ipema.org/. CONTINUING EDUCATION: PlayPower offers professional development continuing education courses for those who share our goal of creating and inspiring innovative play solutions for communities worldwide. PlayPower is partnered with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter, however, we also record our live webinars to provide on-demand courses through our learning management system. Educational professionals, architects, landscape architects, construction professionals, non-profit organization professionals, park and recreational department professionals, or even parents can take courses from any of our 30+ on-demand course offerings. If any of our Sourcewell customers have a desire to learn more about innovative play solutions for their projects, they can count on PlayPower to assist with their continuing education or professional development accreditation. PlayPower is an approved CE provider through the American Society of Landscape Architects (ASLA). FINANCING: Financing – While financing playgrounds is not typical, PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets ECONOMIC IMPACT: Soft Goods Assembly and Rotational Molding is completed in America which has ultimately created more employment opportunities within the American economy. Not all manufacturers complete this level of in-house rotational molding or manufacturing. COMMITMENT & REPUTATION PlayPower has well over 300 combined years of business experience and is 100% committed to Sourcewell and its agencies. We have many years of experience and proven success through our previous contracts with Sourcewell and we have an established rapport with many Sourcewell agencies already. Moreover, we assist in promoting the benefits of Sourcewell contracts and strive daily to demonstrate that the partnership between PlayPower, Sourcewell, and our valuable Sourcewell agencies grows stronger year after year.
46	Describe in detail warranties offered and how they will be administered, including if they cover all products, parts, labor,	As previous stated, PlayPower Inc. takes great pride in delivering high quality equipment that meets / exceeds industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. While our independent reps typically coordinate service, warranty, and repair needs, PlayPower Inc. is committed to providing

	technician travel, and geographic locations covered.	excellent service throughout the process, so if any of our Sourcewell members have any questions or concerns about their respective warranties, each of our brands have dedicated customer support teams that are always happy to help! Below you will find warranty information for each PlayPower brand. If any Playworld products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyer must promptly notify Playworld Systems, Inc. in writing at 1000 Buffalo Road, Lewisburg, PA 17837 USA. Playworld may elect to inspect the alleged defect at Buyer's site or at Playworld's facility. Buyer shall not return products to Playworld unless authorized by Playworld to do so, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Playworld may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or parts free of charge to the site. Playworld's limited warranties do not cover the cost of labor to remove defective or nonconforming parts or to install repaired or replacement parts. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail for their essential purpose. Any return requests for items that are not in new condition, or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Playworld's invoice. Repaired and/or replacement parts are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Playworld or a Playworld authorized reseller and are not transferable. Warranties apply only to Playworld products that are erected and installed in conformance with Playworld installation instructions, and that are maintained and inspected in conformance with Playworld maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Playworld equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. A link to view Playworld's detailed warranty can be found here: https://playworld.com/wp-content/uploads/2024/01/Warranty.pdf. If any Miracle products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyers shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense, and a Return Authorization number is issued to you from your Customer Service Representative. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Miracle's invoice. Repaired and/ or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller and are not transferable. Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Miracle equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Miracle's detailed warranty can be found here: https://www.miracle-recreation.com/content/uploads/2024/01/MREC_2024-Warranties.pdf. If any products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Little Tikes Commercial in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Little Tikes Commercial may elect to inspect the alleged defect at Buyer's site or at Little Tikes Commercial's facility. Buyers shall not return products to Little Tikes Commercial unless authorized by Little Tikes Commercial to do so. Authorized returns must be properly packaged and shipped, prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Little Tikes Commercial may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) free of charge to the site. Little Tikes Commercial's limited warranties do not cover the cost of labor to remove defective or nonconforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyers accept the

		terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Any return requests for items that are not in new condition or that have already been installed will be denied. Authorized returns are subject to a 30% restocking fee and must be properly packaged and shipped prepaid and insured, at Buyer's expense. Any return requests made after 60 calendar days of the original ship date will be denied. All warranty periods begin on the date of Little Tikes Commercial's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Little Tikes Commercial or a Little Tikes Commercial authorized reseller and are not transferable. Warranties apply only to Little Tikes Commercial products that are erected and installed in conformance with Little Tikes Commercial's installation instructions, and that are maintained and inspected in conformance with Little Tikes Commercial maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Tikes equipment. Customers agree to abide by these policies upon proceeding with their purchase, therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Link to view Little Tikes detailed warranty can be found here: https://littletikescommercial.com/wp-content/uploads/2023/01/LTC_Warranty_2024.pdf. If a No Fault Agreement is terminated or cancelled by the purchaser / customer for convenience, then purchaser / customer must immediately notify No Fault of cancellation in writing at 6750 Exchequer Dr. Baton Rouge, LA 70809, or via email to the Director of Operations (David.Esslinger@nofault.com, Kevin.Hunter@nofault.com, and/or Rafael.Alzaga@nofault.com). All cancellations are subject to, 1) A Cancellation Fee; 2) A Restocking Fee; and 3) Reimbursement to No Fault for all costs incurred up to the date of cancellation / termination. Furthermore, all cancellations within two (2) weeks of the scheduled installation date will result in forfeiture of the total deposit amount, in addition to the Cancellation Fee, Restocking Fee, and applicable cost reimbursement. It is essential for customers to understand and acknowledge these terms and conditions prior to placing a No Fault order. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. No Fault takes great pride in ensuring our products meet or exceed industry standards therefore, if you encounter any issues that the warranty covers, please take a look at our warranty policy for how to further proceed: (https://nofault.com/about/manufacturing-and-warranty/). At USA Shade, we strive to provide high quality shade structures that are built to order and tailored to meet the unique needs of our customers. Due to the nature of our business and the customization involved, we have implemented the following return policy: 1) No Cancellations or Changes: Once an order has been released for production, we cannot accept any cancellations or changes to the order. It is crucial for customers to review their order details carefully before finalizing their purchase. 2) No Returns: Due to the customized nature of our shade structures, we do not accept returns. Once the order has been delivered and installed, it is considered a final sale. We encourage customers to thoroughly assess their requirements and specifications before ordering. 3) Product Quality Assurance: We take great pride in delivering high quality shade structures that meet industry standards. Our products undergo rigorous quality control measures to ensure they meet or exceed customer expectations. In the unlikely event that there is a manufacturing defect or an issue with the products, please email your local USA Shade representative right away. 4) Warranty Coverage: Our shade structures are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please take a look at our warranty policy for more instructions on how to proceed (https://www.usa-shade.com/resources/warranty/). 5) Customer support: We are committed to providing excellent customer service throughout your purchasing journey. If you have any questions or concerns, or if you need help with your order, your dedicated customer support team is here to help! Don't hesitate to contact us via our website's contact form (https://www.usa-shade.com/contact-us/), and we will gladly assist you! It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for our USA Shade products. Customers agree to abide by this return policy upon proceeding with their purchase. Wabash Valley is committed to providing excellent service throughout your purchasing journey so if you have any questions or concerns, or if you need help with your order, your dedicated customer support team is always happy to help! Cancellations are only accepted with approval of Wabash Valley Manufacturing. No merchandise is to be returned without first obtaining written authorization from Wabash Valley Manufacturing, Inc. Please contact us for additional assistance at email (WVMSales@WabashValley.com), advise our customer service team of the invoice number, invoice date, and reason for the return. Any authorized merchandise must be carefully packed and in resalable condition to be accepted for return. A 25% re-stocking charge applies on all authorized returns when the error is not the fault of Wabash Valley. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our Wabash Valley products are backed by a warranty against manufacturing defects or material faults. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: https://wabashvalley.com/pages/warranty.	

		EZ Dock cancellations are only accepted with the approval of our EZ Dock customer service team. The customer / purchaser must notify EZ Dock of their cancellation request, in writing, no less than 2 weeks before the scheduled shipping date. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the order can be canceled. All orders that fall within two weeks of the scheduled ship date are considered final sales and are unable to be cancelled. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be cancelled at any time. Returns are only accepted with the approval of EZ Dock, Inc. The customer / purchaser must notify EZ Dock of their return request. Once EZ Dock is notified in writing, either through EZ Dock customer service or the customer's local rep, the final determination will then be made if the product is able to be returned. When an order for "special order" parts and/or an order for customized equipment is processed, it is considered a final sale at the time of processing, and the order is unable to be returned at any time. If the return is approved by EZ Dock, a 20% re-stocking charge will be applied on all returned merchandise. All returned merchandise must be shipped insured and with freight prepaid, within 90 calendar days following delivery to the purchaser / customer. Our EZ Dock products are backed by a warranty. If you encounter any issues that the warranty covers, please review our warranty policy for more instructions on how to proceed: https://www.ez-dock.com/content/uploads/2024/05/EZ-Dock-Limited-Warranties-2024.pdf. If any Soft Play products prove defective or non-conforming under normal use and within the prescribed warranty periods and material categories, Buyers must promptly notify Soft Play in writing at 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 USA. Buyer agrees to promptly notify Seller of any defects immediately upon detection. Upon verification of warranty coverage, Soft Play may elect, in its sole discretion, to repair defective or non-conforming products, or replace them. During the stated warranty period the Seller shall service any play elements which were defective without charge to Buyer. Seller shall retain the right to close the operations of the Play Unit during any time that repairs are being made. Seller shall not be required to make any repairs or replace any parts if damage to the Play Unit is caused by vandalism, abuse, or by extraordinary wear and tear. Parts required which are not defective shall be replaced at additional cost to Buyer. Buyers shall not return any products to Soft Play unless authorized by Soft Play to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at the guidance from your Soft Play Customer Service Representative. By use of these limited warranties, Buyers accept the terms and limitations and waive any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Repaired and/ or replacement part(s) are warranted only for the remaining balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Soft Play or a Soft Play authorized reseller and are not transferable. Warranties apply only to Soft Play products that are erected and installed in conformance with Soft Play's installation instructions, and that are maintained and inspected in conformance with Soft Play maintenance and operational instructions. It is essential for customers to understand and acknowledge these terms and conditions prior to placing an order for Soft Play equipment. Customers agree to abide by these policies upon proceeding with their purchase therefore it is crucial for customers to review their order details carefully before finalizing their purchase. Soft Play's full warranty will be included in this RFP. We also encourage our customers to visit our website if they have any additional questions or want any additional information https://www.softplay.com/.	

47	Describe how your products and/or services comply with all relevant accessibility requirements applicable in both the United States and Canada. Include details on how your organization ensures inclusivity and accommodates individuals with disabilities in the design, manufacture, installation, and support of your offerings.	It is important to note that when our PlayPower teams design and develop customized playground equipment, we intentionally use PlayCreator software. PlayCreator is a proprietary software that automatically factors Safety & ADA Accessibility into the equipment model as the design is being built. Our design software automatically functions as a rules-based software system that commands or prompts our designers to build only ADA compliant designs and provides instant feedback when ADA compliance is achieved. Our outdoor playground brands each go above and beyond ADA standards and create truly inclusive play spaces. Little Tikes Commercial partners with Unlimited Play, a non-profit organization that uses universally accessible playgrounds to build environments where individuals on all levels can connect for a common cause. For more information about this inclusive program, we encourage our customers to visit: https://littletikescommercial.com/unlimited-play/ Miracle Recreation has teamed up with Best Buddies International, a 501(c)(3) non-profit organization dedicated to supporting individuals with intellectual and developmental disabilities (IDD). For more information about this program, we encourage you visit https://www.miracle-recreation.com/best-buddies Playworld has created the 8 Keys to Inclusion, and an in-depth inclusive play design guide resource for Landscape Architects, Designers and communities. For more information about this program, please feel free to visit https://playworld.com/inclusive-play/ Creating truly inclusive play spaces requires the right type of surfacing! No Fault surfacing has a variety of inclusive unitary surfacing options, including Poured in Place (PIP). For more information, please visit our website at https://nofault.com/about/inclusion/ PlayPower is also partnering with Mara Kaplan with the consulting firm Let Kids Play to provide valuable and convenient education opportunities. Mara is an educator and a nationally recognized expert with 25+ years of experience in the field of inclusivity and ADA play space design for children who may have disabilities. With the assistance of Mara, PlayPower is proud to provide educational opportunities to assist communities with future projects and design strategies that ensure that all children have the best play opportunities possible. We currently offer live webinars each quarter however, we also record our live webinars in order to provide on-demand courses through our learning management system. Our local representatives are able to take part in these courses to ensure that their design strategies are innovative and inclusive. Detailed information can be found here: https://playpower.com/continuingeducation/
48	Identify any industry certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA, and EN standards.
49	Describe any manufacturing processes or material specification-related attributes that differentiate your offering from your competitors.	At Little Tikes Commercial, we understand that the materials used in playgrounds are just as important as the design and functionality. That's why we use only the highest-quality materials, engineered for durability, safety, and fun. A three-step finishing process for posts fortifies high-tensile, cold-formed steel, resulting in exceptional durability, color fastness, and corrosion resistance. The steel we use is incredibly strong yet lightweight, making it ideal for creating the intricate shapes and structures of our play equipment. Even steel needs a little support sometimes though, so we use Zincrich internal coating on tubes including weldments. We also use Flo-Coat pure zinc galvanizing on the surface of the tubes. The process involves a continuous galvanizing technique where steel tubing passes through a molten bath of pure zinc, resulting in a uniform coating on the surface. Pure zinc offers excellent corrosion resistance, which is critical for extending the life span of steel products exposed to moisture and corrosive elements. We finish with polyester dry powder coating for vibrant color. We then coat every deck with vinyl to minimize heat transfer and promote resilience against aging and corrosion. This process makes the surface more comfortable for children. Compound resin gives our rotomolded products exceptional impact, durability, strength, and UV resistance. The color goes beyond the surface. Since it's integrated into the material, it's resistant to fading and chipping, even with prolonged exposure to the elements. Our Kid Builders structures support kids while they climb by utilizing a nonslip clamp design that's twice as strong as aluminum alloy clamps and includes tamper-resistant hardware. Our Play Builders structures feature the Direct Connect system that provides a unique dual-tempered fastener, adding strength and durability to the self-drilling tip and threads. For more information, please visit: Little Tikes Commercial: https://littletikescommercial.com/about/materials-manufacturing-process/ At Miracle Recreation, our products are manufactured in our state-of-the-art production facility in Monett, Missouri, from materials as safe, high-quality and durable as they are fun by an expert staff of designers, innovators, engineers and fabricators. Our play equipment and structures are sturdy enough to withstand hundreds of kids playing every day, in all types of weather, so children and families can continue to enjoy them for years to come. Each piece of Miracle Recreation equipment is carefully designed for safety and undergoes rigorous testing to ensure that it meets the highest standards. We're committed to providing equipment that meets and/or exceeds the performance safety specifications established by

			organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. Miracle developed this innovative clamp design, Versalok, which makes installation more efficient by eliminating the need to stack multiple clamps. The clamps are made from a recycled aluminum alloy for added strength and durability and feature stainless-steel fasteners that resist tampering. The Gator Grip handrails and rungs of our play components feature this unique 3D textured pattern that is available only from Miracle. This textured surface was specially designed to provide a safe and comfortable grip for kids' hands and makes it easy for them to make their next moves on our equipment. We utilize a five-stage painting process starting with our stainless-steel pre-treatment system with super-durable polyester paint that delivers maximum corrosion protection in your choice of color combinations for your play environment. The Monett facility contains more than 50,000 square feet dedicated to state-of-the-art fabrication equipment and welding technologies. From tube laser cutting to our 6000W fiber-sheet laser cutter, we provide the highest level of precision cutting coupled with advanced software to minimize waste. Our welders are certified through the Canadian Weld Bureau (CWB) and we have our own CWI-certified inspector on staff, so you're assured that you receive the most durable, well-built products on the market. Our textured PVC coating produces a durable, slip-resistant surface that is ideal for high-traffic areas and provides insulation against extreme temperatures. It's available in your choice of six standard colors: red, blue, brown, tan, green or gray. Our rotational-molding facility is the most advanced in the industry. This facility houses nine rotational-molding machines with an in-house twin-screw extrusion for compounding resin that provides superior strength and durability with advanced color fastness and UV resistance — all fully supported by our highly trained rotational-molding technicians and backed with the most advanced testing equipment available. For more information please visit Miracle Recreation: https://www.miracle-recreation.com/about-us/our-innovative-difference/ Playworld exists to unite communities through innovative and authentic play, creating equal play opportunities for all. Craftsmanship is our hallmark. We hold true to our high-quality manufacturing heritage, building every playground with passion and pride to enrich the lives of all through unstructured, outdoor play. Our products are made in the U.S.A., in our central Pennsylvania manufacturing facility, from domestic and foreign content. Only a few pieces of miscellaneous hardware, ropes, and mechanisms are made in modern factories in Germany and China and purchased through U.S. companies. This means that we have the utmost control over processes, materials, and testing, so we can guarantee quality through and through. Our super durable polyester powder coating is one of the longest lasting paint finishes in the industry, with the ability to resist abrasion, corrosion, and mechanical damage. We also increased UV resistance against color fading and color change to ensure that colors stay bright for years to come. Our HDPE Plastic is color-matched to our rotomolded plastics and powder coating for aesthetic appeal, and graffiti-resistant for easy cleaning. Our superior rotomolded plastic contains a high bond strength with improved surface contact. It holds superior color fastness while also maintaining UV resistance. It is made from 100% virgin thermally compounded resin with greater impact resistance over dry-blended plastic resin. Our Playworld easy-to-Install clamps, made of die cast aluminum, are built for precision fit and 360° compression. Our decks, platforms, and stairs contain Strong and Durable (LC) construction that is reinforced with extra support beams, then covered by a clean, safe, and colorful PVC coating. Our products are highly rust and fade resistant. We've baked our materials in dry Arizona sun and wet Florida heat to ensure superior resistance to rust and fading. Our materials and finishing are tested in 4,000 hours of salt spray. We take our products through a complete system that helps to prevent the formation of rust while also making it resistant to corrosion. This system prevents gloss and color fading while looking great for years to come. When we incorporate new materials into our products, we test them to the breaking point—even if that's hammer blows at -20°F. It's our responsibility to expect the unexpected extremes, so we test with blowtorches, wheelbarrow strikes, and more. We even test our electronics under water to ensure that our equipment is highly durable. For more information, please see Playworld: https://playworld.com/craftsmanship/ No Fault manufactures the highest quality safety surfacing in the industry while also preventing millions of tires from littering landfills in the United States! Our surfaces are constructed using premium materials and processes to withstand generations of activity in your community. No Fault surfaces are built to last with minimal routine maintenance. Our Poured-In-Place Surfacing (PIP) is a rubber surfacing comprised of two layers that is poured in place on-site to create a unitary surface for endless applications. The base cushioning layer consists of shredded recycled rubber tires. The top layer consists of Ethylene Propylene Diene Monomer (EPDM) which is made mostly from recycled materials, or Thermoplastic Vulcanizates (TPV) rubber granule and a binder to hold the granules together. Our Loose Rubber Mulch is made from 100% recycled rubber nuggets. The rubber comes from recycled tires. It is organically colored with UV protectors and is non-toxic. Bonded Rubber Mulch from No Fault consists of a single pour of shredded rubber mulch made from recycled rubber. It is blended with traditional polyurethane adhesive binder and poured in place to create a unitary surface. The Synthetic Turf from No Fault features proprietary sports performance fibers that are made from polyethylene slit tape. For more information, please visit No Fault: https://nofault.com/about/manufacturing-and-warranty/.	

50	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility.	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.
51	Describe how your offering addresses the customer's desire to customize the offering.	All PlayPower brands can provide customization. Our playground engineers are able to design and customize to just about any imagination to include themed playgrounds.

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
52	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		(•) Yes ( ) No	Details are below.
53		Minority Business Enterprise (MBE)	(•) Yes ( ) No	Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia and Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
54		Women Business Enterprise (WBE)	(•) Yes ( ) No	Representative Business Name: Webuildfun, Inc Territories Serviced: Texas, New Mexico, Michigan, Florida PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Site Specifics LLC Territories Serviced: Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Hasley Recreation, Inc. Territories Serviced: Georgia, Alabama PlayPower Brand Representative: Miracle Recreation Equipment Company
55		Disabled-Owned Business Enterprise (DOBE)	( ) Yes (•) No	N/A
56		Veteran-Owned Business Enterprise (VBE)	(•) Yes ( ) No	Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial
57		Service-Disabled Veteran-Owned Business (SDVOB)	( ) Yes (•) No	N/A

58		Small Business Enterprise (SBE)	(•) Yes ( ) No	Representative Business Name: All Inclusive Rec LLC Territories Serviced: Missouri, Kansas, Illinois PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Creative Recreation LLC Territories Serviced: Connecticut, Rhode Island, Massachusetts PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Park Place Recreation Designs, Inc. Territories Serviced: South Texas PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Garrett & Company, Inc. DBA Garrett Parks & Play Territories Serviced: Utah, Idaho, Montana, Western Wyoming PlayPower Brand Representative: Miracle Recreation Equipment Company Representative Business Name: Playworx Territories Serviced: South Carolina, Georgia, Florida PlayPower Brand Representative: Little Tikes Commercial Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*
59		Small Disadvantaged Business (SDB)	( ) Yes (•) No	N/A	*
60		Women-Owned Small Business (WOSB)	(•) Yes ( ) No	Representative Business Name: Miracle of KY & TN Territories Serviced: Kentucky, Tennessee PlayPower Brand Representative: Miracle Recreation Equipment Company	*

Table 6A: Pricing (400 Points, applies to Table 6A and 6B)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	

61	Describe your payment terms and accepted payment methods.	We do not typically accept payments direct to PlayPower. Once the equipment is manufactured and has shipped to the customer's assigned shipment destination, an invoice is simultaneously mailed to the customer's address from the corresponding PlayPower company with payment terms of 30 days from date of the invoice. Payments may be made to the respective brand directly (ie. Miracle, Little Tikes, Playworld, No Fault, Soft Play, Wabash Valley, EZ Dock, or USA Shade) however payments are often submitted to the local brand distributor / vendor directly. Please refer to the local representative / distributor for detailed payment information. In order to confirm representative / distributor information, PlayPower has provided Sourcewell with a list of our representatives for each brand with this RFP. We also include links below to further assist our Sourcewell participating agencies with locating their local representative/distributor: - Miracle's Rep Locator can be found here: https://www.miracle-recreation.com/contact/rep-locator/ - Little Tikes Rep Locator can be found here: https://littletikescommercial.com/find-a-rep/ - Playworld's Rep Locator can be found here: https://playworld.com/find-representative/ - EZ Dock's Rep Locator can be found here: https://www.ez-dock.com/find-a-dealer/ - USA Shade's Rep Locator begins at this link: https://www.usa-shade.com/request-a-quote/ - Wabash Valley's Rep Locator begins at this link: https://wabashvalley.com/pages/contact - No Fault's Rep Locator can be found here: https://nofault.com/find-a-rep/ - Soft Play's Rep Locator begins at this link: https://www.softplay.com/contact-us/ Sourcewell members will also have a designated PlayPower contact for questions regarding our Sourcewell contract. Should questions arise, they can reach out to PlayPower's designated Sourcewell Contracts Manager, Brandy Clory, at brandy.clory@playpower.com for assistance. PlayPower's accepted payment methods are check, wire, ACH, and Credit Card.	*
62	Describe any leasing or financing options available for use by educational or governmental entities.	If budget is a concern for our customers with their playground purchases, they have the ability to take advantage of a government financing program through NCL Government Capital. PlayPower has partnered with NCL to offer Sourcewell agencies with a complete suite of finance solutions. NCL is the only Sourcewell-awarded vendor offering government financing programs to the cooperative members. The power of cooperative purchasing now stands even stronger. Agencies can purchase the highest quality recreation and playground equipment in the industry with a competitively bid PlayPower Inc. contract and finance that new purchase with a competitively bid government financing program through NCL Government Capital. NCL (Sourcewell contract #092424-NCL) and is an industry expert in municipal financing solutions The NCL website can be found here: https://nclgovcap.com/sourcewell/. NCL offers leasing terms from 12-120 months on transactions from $5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL. To further assist our customers, we have noted links to our funding / financing resources within each brand's website: - Miracle: https://www.miracle-recreation.com/planning/budgeting-and-grants/leasing-financing/ - Little Tikes Commercial: https://littletikescommercial.com/funding/financing/ - Playworld: https://playworld.com/financing/ - Soft Play: https://www.softplay.com/resources/capabilities/financing/ - EZ Dock: https://www.ez-dock.com/contact-form/ - Wabash Valley: https://wabashvalley.com/pages/contact - No Fault: https://nofault.com/resources/ - USA Shade: https://www.usa-shade.com/resources/funding/	*
63	Describe any standard transaction documents that you propose to use in connection with an awarded agreement	Customer agrees to regularly inspect and maintain their purchased equipment, and to provide, inspect and maintain appropriate safety	

	(order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	surfacing under and around the equipment, in accordance with the appropriate product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety. - In the event of payment default, each of our PlayPower brands shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customers agree to assist and cooperate with each of their respective PlayPower representatives and / or PlayPower team members, to accomplish its filing and / or enforcement of liens with respect to the equipment or its location or its repossession of the equipment. Customer expressly waives all rights to possess the equipment after an event of default. All remedies are cumulative and not alternative, and no exercise (by each of our respective brands) of a remedy will prohibit or waive the exercise of any other remedy. - Our PlayPower brands make no equipment warranties except for those standard warranties noted. Each of our brands specifically disclaims any implied warranty of merchantability or fitness for a particular purpose and any liability for incidental or consequential damages. Customer agrees to defend, indemnify, and save PlayPower and their respective brands, harmless from all claims of any kind for damages of any kind arising out of customers alternation of the equipment, its failure to maintain the equipment, its failure to properly supervise equipment use, or its failure to provide and maintain appropriate types and depths of safety surfacing beneath and around the equipment in accordance with respective installation and owner's manuals and the most current Consumer Product Safety Commission Handbook for Public Playground Safety. - Upon receipt of equipment / materials, until all contractual payments due hereunder are paid in full, customer shall not: (1) permit the equipment / materials to be levied upon or attached under any legal process; (2) transfer title to the equipment / materials or any of customer's rights therein; or (3) remove or permit the removal of the equipment / materials to any location without signed and written permission from a PlayPower corporate officer or a PlayPower authorized signatory. - PlayPower and their respective brands will retain full title to all equipment until full payment is received. Upon acceptance of equipment / materials, customer then assumes all risk of loss, destruction of, or damage to the equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, customers must insure the equipment against all such losses and casualties. - Our PlayPower brands may elect to waive a default hereunder, or under any invoice or other agreement between customer and PlayPower and their respective brands, or cure such a default at customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by a PlayPower corporate officer or a PlayPower authorized signatory. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PlayPower and their respective brands hereunder or under any invoice. - A fully executed order, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive exchange / agreement between all parties. A Change Order is a written instrument signed by the customer and PlayPower, their respective brands, and / or their authorized representatives stating their agreement as to any amendment in the terms of the original order. The customer acknowledges that Change Orders may result in delays and additional costs beyond the original agreement. The parties agree that all Change Orders should include appropriate adjustments in price and time frames relating to any requested amendments. Upon agreement and full execution of the terms of a change of order, the most current agreement shall supersede previous agreements and become binding.	*

		- Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	
64	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No, unfortunately the benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds $50,000 so the real benefits of P-card would not be recognized.	*
65	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
66	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated above, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the price sheets for specific pricing.	*
67	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): - $1,500,000 to $2,999,999 = 1% rebate - $3,000,000 to $4,999,999 = 2% rebate - $5,000,000 and up = 3% rebate	*
68	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At PlayPower, we are able to deliver a multifaceted approach by making recreation and playground equipment purchases an effortless and stress-free process for Sourcewell participating agencies. Our representatives are able to supply a variety of open market products and services, customized to meet the individual needs of Sourcewell agencies. Open-market products and services are coordinated by our independent representative / distributor networks and may vary in availability depending on location, size, and scope of the project. While PlayPower doesn't typically bill the customer directly, in the event we are directly billing, PlayPower will simply do a pass through on these services without adding a mark-up on the price agreement.	*

69	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only that are procured, or more often, a turnkey solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. These services are not automatically provided upon purchase unless they are specifically requested and agreed upon by the customer and PlayPower or their respective affiliates. These services may be coordinated by our independent representative / distributor / vendor networks and must be noted in the written agreement and agreed to by both the customer and PlayPower or their respective brands / distributors. In the event PlayPower is billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size, and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal. Unless explicitly noted in the most recent written customer agreement, quotes written by PlayPower, their respective brand employees, or their authorized representatives do not include offloading of equipment / materials, or installation of equipment / materials, storage and/or security of equipment / materials after it has been delivered to customer, site inspections to include utility locators (commonly known as 811), demolition, removal/disposal of any existing equipment, materials, or debris, or equipment, services, and materials not specifically stated in the customers written agreement. Unless expressly stated otherwise in writing, all PlayPower quotes provided are valid for (30) days from the date issued, after which they will be considered expired and subject to reissuance. Extensions of the quote pricing and terms may be made at the discretion of PlayPower and their affiliates.	*
70	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight costs will vary based on destination and equipment weight, therefore freight will be evaluated by our PlayPower shipping departments and quoted by our affiliates as a separate line item. PlayPower does not apply discounts to freight, however, our shipping department promises to provide the best available rate and pass that rate along to our Sourcewell agencies during the quoting process.	*
71	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight charges will be evaluated on a case-by-case basis by PlayPower's shipping department, according to the customer delivery location and degree of transport complexity. The best available rate and service will then be passed on to the Sourcewell member during the quote process. Orders will not be processed without first notifying the Sourcewell member of the associated cost of freight.	*
72	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Whenever necessary, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. This reduces cargo handling, improves security, reduces potential for damage and loss, and also allows freight to be transported faster. Ultimately these transportation methods not only reduce freight costs for our Sourcewell members, but they also preserve the integrity of their equipment / materials during transport.	*

73	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system immediately prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO before they are able to proceed with the order. The order entry system also checks to ensure minimum discount compliance. Sourcewell orders are reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. Sourcewell sales tracking is included in PlayPower's corporate budgeting process. PlayPower has a dedicated Sourcewell contracts manager to specifically assist Sourcewell members and internal PlayPower representatives / vendors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy.	*
74	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	PlayPower has a dedicated Sourcewell Contracts Manager to specifically assist Sourcewell agencies and internal PlayPower representatives / distributors with questions they may have or issues that may arise. Our dedicated contracts manager also manages quarterly reporting through cross checking for accuracy. Quarterly reporting conducted by our dedicated Sourcewell contract manager will offer a precise measure of our success with our Sourcewell contract. Our contracts manager will also be responsible for forwarding Sourcewell training opportunities to PlayPower staff members and representatives, in addition to providing contractual updates to the PlayPower team.	*
75	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The proposed Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to Sourcewell members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 6B: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
76	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	We greatly appreciate the Sourcewell customers that we serve, and we intend to continue to provide them with a positive experience, along with offering them the best possible pricing.	*

Table 7A: Depth and Breadth of Offered Solutions (225 Points, applies to Table 7A and 7B)

Line Item	Question	Response *
77	Provide a detailed description of all the Solutions offered, including used Solutions if applicable, offered in the proposal.	Playground Equipment Fitness Equipment Shade structures – freestanding and playground equipment integrated Safety Surfacing – unitary, loose fill, tile, rubber Boat Docking Systems – boat & PWC lifts, swim platforms Indoor contained play systems Site amenities, benches tables etc. Outdoor Recreational furnishings
78	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Custom Play Equipment Freestanding play equipment ADA/Inclusive Playground Equipment Rocks and Rope Play Nature Play Play Sculptures Musical Play Early Childhood Play Equipment Outdoor Park Benches Outdoor Tables / Picnic Tables Litter Receptacles Bollards Planters Outdoor Grills Adult & Youth Outdoor Fitness Equipment Outdoor Training Systems Sports Equipment Surfacing – unitary, loose fill, tile, rubber pour-in-place Slides Sports Courts Modular Docking Systems Boat Lifts PWC Lifts Kayak & Canoe ADA Accessible Launches Access Walkways & Floats Habitat Observation Platforms Waterway Work Platforms Mining Platforms Wetlands Walking Trails Fishing Piers Swimming Platforms Campsite Platforms Specialty Equipment ADA Accessible Ramps Concrete Curbing Sidewalks Site Inspections Equipment Installation & All Corresponding Site Works

Table 7B: Depth and Breadth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Include which ones you are offering
79	Category 1 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Water Play or Aquatic Equipment, including but not limited to: a) Water play and aquatic recreational structures and equipment, including, but not limited to: splash pads, waterparks, slides, docks, walkways, playable fountains, ground sprays and activity towers;	○ Yes ◉ No	See comments below.

80	Category 2 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Site Amenities and Furnishings, including but not limited to: a) Benches, picnic tables, bike racks, waste receptacles; b) Dog Park solutions; c) Playground and aquatic surfacing and fall protection; d) Shade coverings	○ Yes ◉ No	See comments below.	*
81	Category 3 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if their primary offering is Outdoor Fitness, including but not limited to: a) Fitness equipment and related accessories of commercial grade (or better), principally designed or intended for use in an outdoor setting for activities such as: i. Cardio training; ii. Strength, agility, and mobility training; and iii. Vocational and exercise/sports rehabilitation or therapy of joint and muscle injuries.	○ Yes ◉ No	See comments below.	*
82	Category 4 Select only ONE of the Categories below to respond to, NOT multiple categories. A proposer would respond here if they have Playgrounds AND one or more of b, c, or d, including but not limited to: a) Playgrounds and at least one of the following: b) Water Play or Aquatic Equipment (See Category 1, above); c) Outdoor Site Amenities and Furnishings (See Category 2, above); and d) Outdoor Fitness (See Category 3, above).	◉ Yes ○ No	PlayPower's EZ Dock brand has been helping industrial, commercial, government and residential clients get better access to the water through our floating boat docks for many years. We design all of our EZ Dock products to be fully customizable. Our Wabash Valley brand offers site amenities such as outdoor benches, picnic tables, bike racks, and waste receptacles that add functional and beautiful accessories to any outdoor space. USA Shade provides fabric shade structures which can be a great addition over playground equipment, site amenities, or as an independent structure. Our No Fault brand offers durable, high quality safety surfacing as a perfect addition to any of our playground systems or as standalone décor for a beautiful outdoor walkway. Little Tikes, Miracle Recreation and Playworld are known for encouraging outdoor active play and exercise for children and adults alike, by manufacturing different styles of fitness equipment / fitness stations. Our durable, user-friendly outdoor fitness stations help develop physical skills such as strength, coordination, and balance which are often accompanied by signs or illustrations explaining how to properly use the equipment. Our Little Tikes, Miracle, Playworld, and Softplay brands combined deliver innovative playground solutions for all ages and abilities that exceed safety standards, foster greater inclusion, and last for generations. Together, our PlayPower brands are excited to show our Sourcewell members how powerful play can be!	*
83	Services and equipment related to the Category you are responding to, please indicate what in the box. This section is for all categories offered.	◉ Yes ○ No	In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work may be provided.	*

Table 8: Exceptions to Terms, Conditions, or Specifications Form

Line Item 84. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Master Agreement terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Master Agreement Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Master Agreement.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - !Sourcewell Contract #101625 PlayPower Price Lists.zip - Wednesday October 15, 2025 23:49:40
- Financial Strength and Stability (optional)
- Marketing Plan/Samples - !PlayPower-Marketing.zip - Thursday October 16, 2025 15:05:34
- WMBE/MBE/SBE or Related Certificates - !PlayPower Rep Lists.xlsx - Thursday October 16, 2025 00:22:36
- Standard Transaction Document Samples - !PlayPower COI - Warranties.zip - Thursday October 16, 2025 15:14:28
- Requested Exceptions (optional)
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Brandy Clory, Contracts Manager, PlayPower Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the obligations contemplated in the solicitation proposal.

○ Yes ◉ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 3 Playground Equipment Outdoor Fitness RFP 101625 Fri October 3 2025 04:18 PM	☑	4
Addendum 2 Playground Equipment Outdoor Fitness RFP 101625 Wed October 1 2025 11:49 AM	☑	3
Addendum 1 Playground Equip Outdoor Fitness RFP 101625 Wed September 24 2025 01:18 PM	☑	2

EXHIBIT B

Scope of Services

[REMAINDER OF PAGE INTENTIONALLY BLANK; EXHIBIT FOLLOWS]

Monte Verde ES TK K

San Bruno, CA

Prepared for: South San Francisco Unified School District

Prepared By

Jean Tyan

Sales Account Manager

jean@miracleplaysystems.com

650.930.0459

miracle playsystems

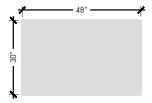
Creating Fun Play Environments to Enrich Communities

PLAY AREA - AGE APPROPRIATE 2-5 YEARS:	CAPACITY: 41-48 CHILDREN	
ELEVATED PLAY ACTIVITIES (TOTAL)	3	
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER:	3	REQ'D: 2
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP:	0	REQ'D: 0
GROUND LEVEL ACTIVITY TYPE:	2	REQ'D: 1
GROUND LEVEL ACTIVITY QUANTITY:	4	REQ'D: 1

NOTES:

1. TRANSFER STEPS TO BE STRIPED PER 11B-504.4.1
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.
3. GROUND SURFACING COMPLIES WITH ASTM 1951-99
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.

LEGEND

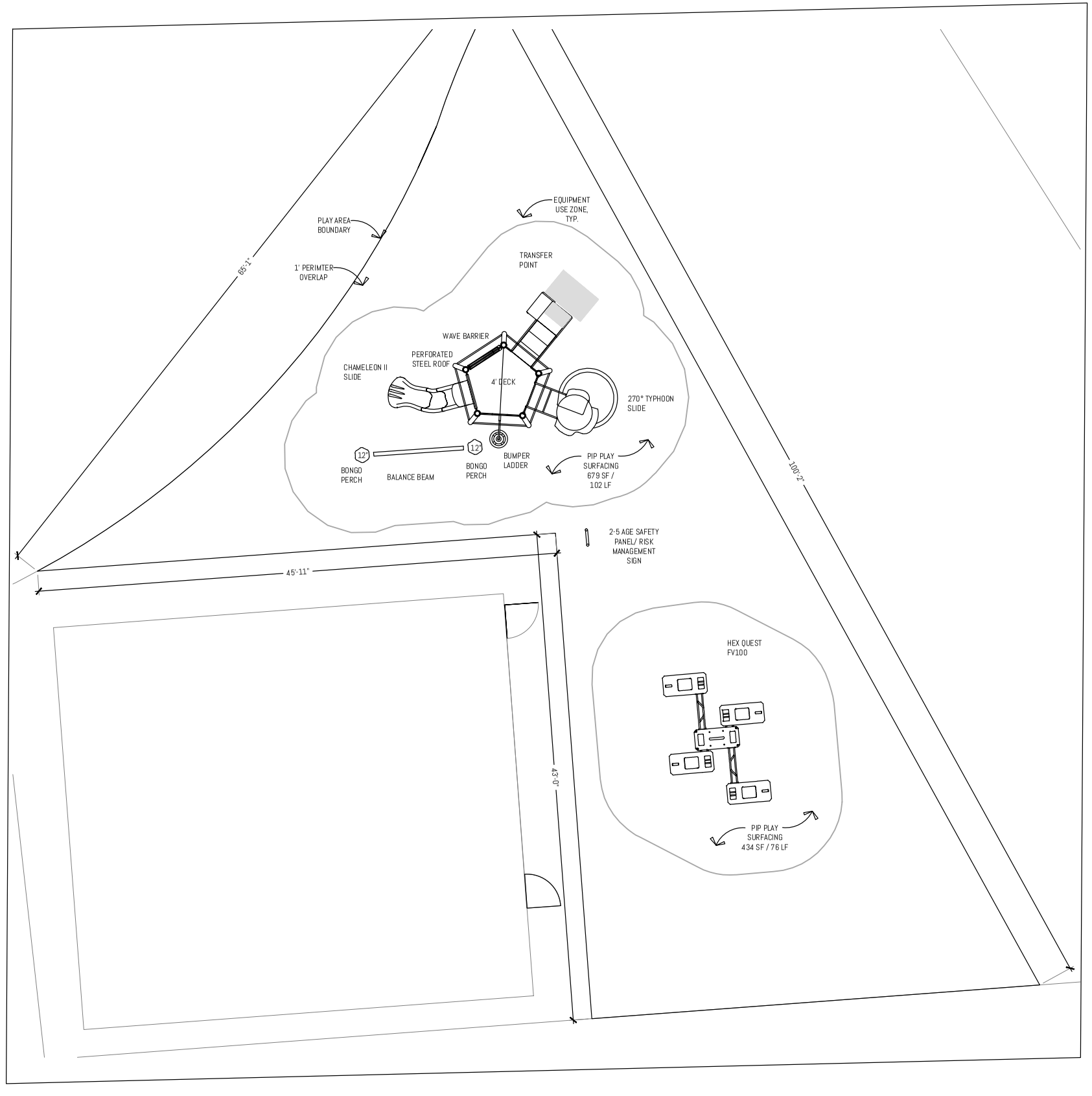


PARKING / CLEAR GROUND SAPCE (ADA REQUIREMENT - 30" X 48" PARALLEL AND CENERED ON TRANSFER POINT OPENING)

TRANSFER SPACE (ADA REQUIREMENT 24" WIDE BY 14" DEEP

ADA Compliant

ASTM INTERNATIONAL



NORTH

0 8' 16' 24'

Monte Verde ES TK K

San Bruno, CA

PERIMETER:	295'-6"	VERSION 002	
SITE AREA:	2,600 SF	DATE:	2/06/2026
CRITICAL FALL HEIGHT:	6'-0" CFH	DRAWN BY:	FA / CG
Design Concept		FILE: 26-9333_MONTE VERDE ES TK K_002.DWG	

MIRACLE playsystems DESIGNING PLAY

ALL DRAWINGS ARE SUBJECT TO CHANGE AND SHOULD BE REVIEWED BEFORE FINAL SALE.
ALL SITE DIMENSIONS WILL NEED TO BE VERIFIED PRIOR TO SALE AND INSTALLATION.

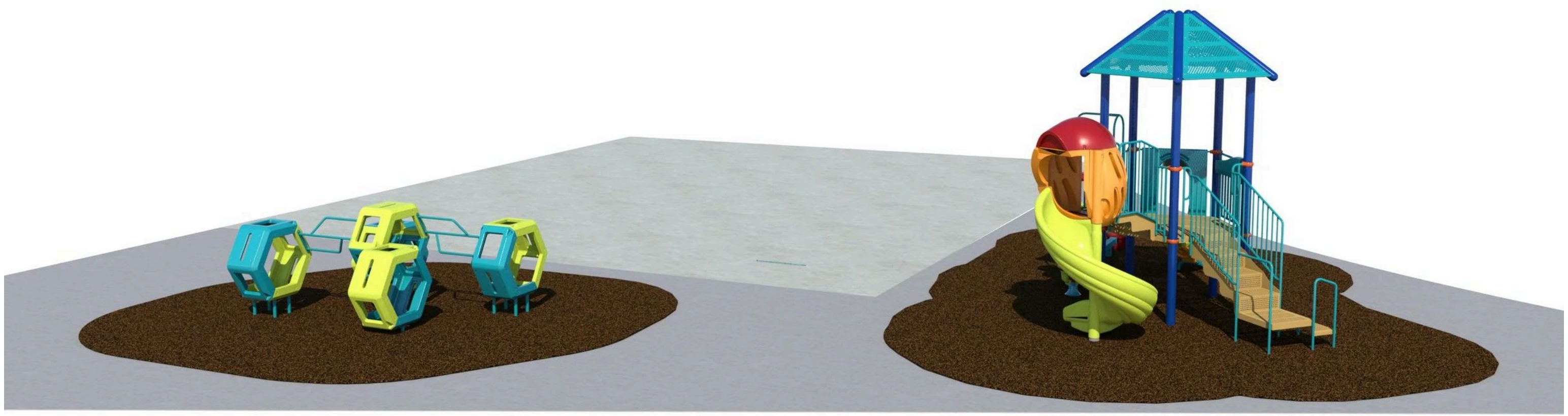
Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Color Used In Rendering:

Sand Decks | Teal | Red | Tropical Yellow | Chartreuse | Blue

2/06/2026
26-9333_Monte Verde ES TK K_002

miracle playsystems



Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Colors shown in rendering are for illustrative purposes only. Actual color and pattern may vary slightly.

Job Number: 26-9333
Job: Monte Verde ES TK K
Quote Name: Quote-26-9333-Monte Verde ES TK K_004
Quote Number: Q-14788

Prepared by:
Jean Tyan
jean@miracleplaysystems.com

Terms: Equipment with Install - Mobilization Deposit - 50% Equipment, 25% Installation due at the time of order

Remit to: Miracle Playsystems
1276 S Main St.,
Salinas, CA 93901

Sub Total: $123,002.86
Freight: $3,961.59
Estimated Tax: $5,277.72
Total: $132,242.17

Miracle

This Quote Includes a Sourcewell Discount (Contract# 101625-PLP)

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
MREC EQUIP	Miracle Play Equipment Per Plan 26_9333_MonteVerde_002	1	$42,669.00	$36,268.65	$3,581.53
				Miracle SUBTOTAL:	$36,268.65
				Miracle TOTAL:	$36,268.65

Installation Services

Prevailing Wages Applied
Bobcat & Trucking Access Required
Staging Area Required

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
A2	**Temp Fencing & Portable Restroom** Provide appx 204 LF construction temp fencing and(1) standard unit portable restroom for the duration of project.	1	$3,196.50	$3,196.50	$315.66
B13	**Receive & Offload** Provide labor and equipment to receive/offload MREC TK/K play equipment at PGU's Santa Clara Facility. Store and deliver to site when ready for install.	1	$2,565.00	$2,565.00	$0.00

B24	**Sawcut Keyway** Provide labor and tools to sawcut ** LF use zone keyway as shown on "Design Concept 26-9333_MonteVerdeESTKK_002.DWG, dated 02/06/2026". Haul/dispose of spoils offsite.	1	$3,712.50	$3,712.50	$0.00
B15	**Install Play Equipment TK/K** Provide labor to install owner provided MREC TK/K play equipment as shown in "Design Concept 26-9333_MonteVerdeESTKK_002.DWG, dated 02/06/2026" to mfr. specifications through asphalt. Haul/dispose of spoils offsite.	1	$38,452.50	$38,452.50	$0.00
C1	**Installation - SAFEPOUR Standard EPDM CFH 6'- Play Structure** Install appx 730 sqft [679 sqft + 105' turndown to not exceed 6" wide] SAFEPOUR Standard EPDM rubber surfacing. No design work Installation.	730	$17.48	$12,760.40	$0.00
C10	**Material-SAFEPOUR Standard EPDM CFH 6'- Play Structure** Supply appx 730 sqft [679 sqft + 105' turndown to not exceed 6" wide] SAFEPOUR Standard EPDM rubber surfacing at 3" depth; 2.5" SBR shredded rubber and .5" EPDM color wear course. Color wear course to be 50/50 mix of Black and Standard Color EPDM 1-3.5mm granules with standard Aromatic binder.	730	$11.65	$8,504.50	$839.82
C1	**Installation - SAFEPOUR Standard EPDM CFH 6'3" - Hex Quest** Install appx 470 sqft [434 sqft + 75' turndown to not exceed 6" wide] SAFEPOUR Standard EPDM rubber surfacing. No design work Installation.	470	$17.48	$8,215.60	$0.00

C10	**Material-SAFEPOUR Standard EPDM CFH 6'3" - Hex Quest** Supply/install appx 470 sqft [434 sqft + 75' turndown to not exceed 6" wide] SAFEPOUR Standard EPDM rubber surfacing at 3" depth; 2.5" SBR shredded rubber and .5" EPDM color wear course. Color wear course to be 50/50 mix of Black and Standard Color EPDM 1-3.5mm granules with standard Aromatic binder.	470	$11.65	$5,475.50	$540.71
				Installation Services SUBTOTAL:	$82,882.50
				Installation Services TOTAL:	$82,882.50

Design Fees

Product Code	Description	Qty	Rate	Total	Estimated Tax (if applicable)
BONDING	Bonding Fees	1	$3,851.71	$3,851.71	$0.00
				Design Fees SUBTOTAL:	$3,851.71
				Design Fees TOTAL:	$3,851.71

Sub Total: $123,002.86
Freight: $3,961.59
Total Estimated Tax: $5,277.72
Grand Total: $132,242.17

Please confirm or edit order information below.

End User Company:
South San Francisco Unified School District
End User Contact:
End User Email:

Delivery Contact:
Robert Kitchens
Delivery Email:
rkitchens@ssfusd.org
Delivery Phone:
Delivery Address:

Site Address:
2551 St. Cloud Ave
San Bruno, CA

Bill To Email:
gbillingslea@ssfusd.org
wchowdhury@ssfusd.org
rmarinda@ssfusd.org
dreate@ssfusd.org

Bill To:

Customer Reference #:

Terms & Conditions

Applicable Territories: Colorado, Wyoming, Nebraska, Oregon, Washington, and California

1. Purchase Contract Terms

Acceptance of these terms is confirmed by signing the estimate/quote. The quote must be attached as an exhibit to any resulting contract or purchase order. Any other terms proposed by the client are considered material alterations and are void. Estimate valid for **30 days** from date of quote. Colors to be confirmed with your local sales representative.

2. Payment Terms

- Equipment: 50% deposit upon order, 50% balance Net 30 from ship date.
- Installation (if applicable): 25% deposit at time of equipment order, balance billed upon completion, Net 30.
- Credit Card Fee: 3.5% convenience fee.
- Retainage: Not accepted.
- Tax: Final tax added unless proper tax-exemption certificate is provided.

3. Lead Times & Scheduling

Lead times vary by manufacturer and product type and will be confirmed at the time of receipt of order acknowledgement by the manufacturer once all necessary documentation has been provided, deposit has been received, and order has been placed. A tentative installation schedule can be provided once all relevant factory order acknowledgements have been received. Please note – production and shipping lead time does not include installation lead time.

4. Tariff Contingency

Buyer agrees to reimburse for any tariffs, duties, or similar charges imposed after contract execution. Should new government tariffs be implemented or existing tariffs be modified prior to delivery that directly affects the quoted products, we reserve the right to adjust the price accordingly. Tariff fees will be on final bill.

5. Construction Services (If Applicable)

Excludes:

- Delivery & offloading
- Packaging disposal
- Site security/chain link temp fence
- Spoils removal off-site
- Site base prep and drainage
- Permits, engineering, testing
- Soil samples, CPSI inspection
- Crane or heavy equipment services
- Utility locating

• Unforeseen site/digging conditions including civil scope outside of typical footing design (ex: drainage, etc.) capabilities, delegated design requirements, and any condition not specifically included in this proposal.

Site Preparation Requirements

• Stable, dry and soil compacted (95%), The installation site must be excavated and prepared to the specified depth and dimensions prior to mobilization. Subgrade drainage must not be installed prior to equipment installation. No loose-fill surfacing, or compacted aggregate subbase may be present in play pit prior to installation of play equipment unless otherwise quoted. If compacted aggregate subbase is not in Miracle Playsystems scope of work, it must be completed after playground installation and prior to PIP. Failure to meet these requirements may result in delays and additional charges.
• Less than 1% grade
• Accessible for labor and equipment
• Frozen ground conditions may impact construction schedule

6. General Exclusions

Unless specified, proposals do not include:
• Transporting materials to the jobsite from delivery site
• Installation
• Site base prep and drainage
• Permits, engineering, testing
• Soil samples, CPSI inspection
• Crane or heavy equipment services
• Specialty trades
• Power supply
• Insurance above $1M/$2M per occurrence
• Prevailing wages
• Permits, bonds
• Safety inspections
• Testing services
• DSA submittals and plan check services

7. Equipment Inspections

All equipment must be inspected upon delivery. Any missing or damaged parts must be reported immediately. Color discrepancies must be reported at the time of delivery; installation of equipment constitutes acceptance of all colors as delivered.

8. Foundation Guidelines For all Shade and Shelter Projects

Designs assume no adjacent structures or slopes unless otherwise qualified on bid. Additional engineering may be required for site-specific conditions. Client is responsible for providing current, site-specific geotechnical reports, site plans and civil drawings. Order may not be released to manufacturer without proper documentation. Manufacturers reserve the right to omit footing design from engineering package should unfavorable soils conditions or impact from adjacent structure foundations (or any other condition deemed appropriate by Manufacturer) be present in the provided geotechnical report, site plans or civil drawings. In the event Manufacture omits a footing design, the Client shall be solely responsible for retaining a qualified third-party engineer to provide a suitable foundation design. Note that final engineering will determine footing size. Larger footing sizes will result in an increased footing cost. If larger footing size is necessary, it will be acknowledged and addressed via change order prior to mobilization and footing installation.

9. Change Orders

All changes to the original scope of work must be documented in writing and signed by both parties before implementation. Change orders will include detailed descriptions of additional work, and revised pricing. Additional work may be billed at prevailing labor and material rates. No verbal authorization will be accepted. Client agrees to pay for any work performed without proper written authorization. Changes may affect delivery schedules and final completion dates.

10. Insurance

Includes General Liability and Workers Compensation. Waivers of subrogation or primary non-contributory endorsements incur additional costs.

11. Cancellation Policy

Equipment Orders: Orders may be cancelled within 48 hours of order acknowledgment without penalty. After 48 hours, cancellation is subject to a 25% restocking fee plus any costs incurred by manufacturer. Orders cannot be cancelled once production has begun - full payment required.

Installation Services: Installation may be cancelled up to 7 days prior to scheduled start date. Cancellations with less than 7 days' notice are subject to a minimum charge of $1,500 to cover mobilization costs and scheduling disruption.

Deposits: In case of client cancellation, deposits will be applied toward cancellation fees and restocking charges.

12. Remobilization

Pricing assumes single mobilization unless otherwise noted. Should Miracle Playsystems or its subcontractors be required to remobilize due to no fault of their own, a minimum remobilization fee of $3,500 per occurrence will be added to the final invoice.

13. Indemnity Clause

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems comparative negligence caused any damages.

Colorado Provision

To the extent permitted by applicable law and subject to the limitations imposed by the Colorado Constitution, including the Taxpayer's Bill of Rights (TABOR), the Client/Owner agrees to defend, indemnify, and hold harmless Miracle Playsystems in accordance with the indemnity obligations set forth above.

14. General Terms

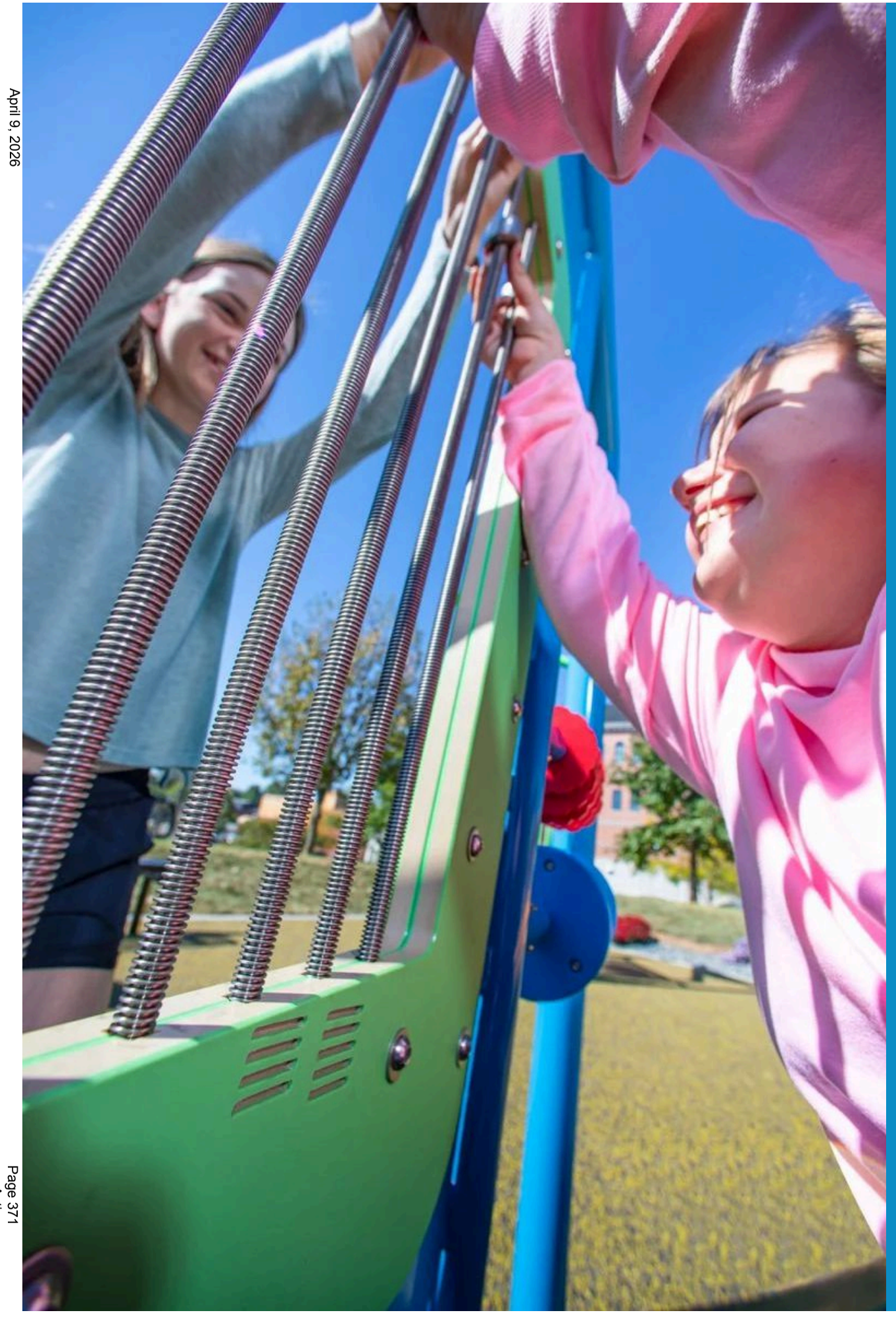
THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier. Client and owner/operator agree to indemnify and hold Miracle Playsystems, harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____



Miracle

MIRACLE RECREATION EQUIPMENT COMPANY BRINGS YOU THE THRILLS OF A LIFETIME!

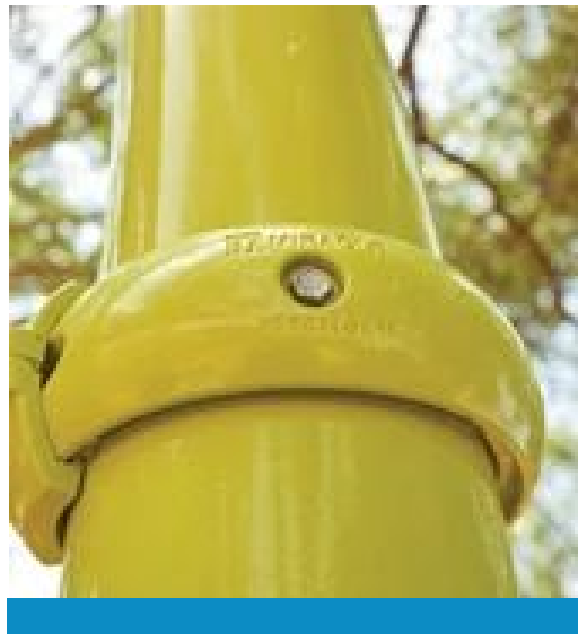
Miracle is one of the nation's first and most innovative playground equipment manufacturers. We first began shaping the future of play in 1927 when our founder Johnnie Ahrens created the Whirl — a tilting, kid- powered merry-go-round — based on the timeless insight that, "Kids want action." That same inspiration has driven 90+ years of innovation, including the introductions of the first fiberglass slide (1963), the 25- foot Mega Tower® (2000s), and the Avalanche Inclusive Slide (2015). Our latest advance, the Extreme Generation adventure playground, delivers challenging physical events for kids seeking extreme play. Its design brings play to new heights, with innovative, fully-enclosed skyways that provide elaborate rope-course-inspired activities far above ground, safely adding an element of perceived risk to any play space.

This never-ending dedication to innovation is the reason why, even after more than 90+ years, the Miracle legacy remains focused on building yours. We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Let's get you started by envisioning a playground that is meant for your community and right for your budget. It's why our legacy has always been about building yours.

MIRACLE® ADVANTAGE

We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

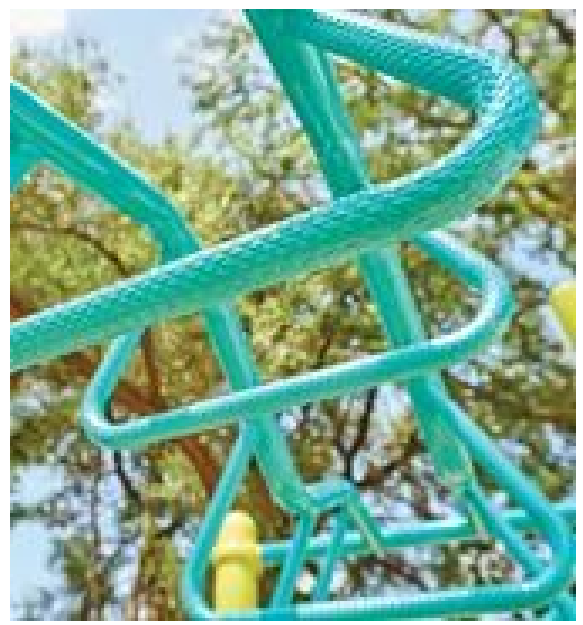


Versalok ®

Our clamp design features a stainless steel, tamper-resistant fastener that eliminates the need for stacking multiple clamps.

Mira-Therm™

This textured vinyl coating for deck surfaces helps prevent rapid heat transfer, while the circle pattern keeps little fingers safe.



Gator Grip ®

The 3D textured pattern makes it easy — and comfortable — for kids to make their next moves.

Compound Resin

Provides superior strength and durability, advanced color fastness and UV resistance.

Safety

We're committed to providing equipment that meets and/ or exceeds the performance safety specifications established by organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. To verify product certification, visit www.ipema.org.

COLOR CHOICES

DESIGNER, GIVE YOUR PLAYGROUND STYLE!

Miracle

Rock-ite® Plastic Playground Colors

Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers, and Panels.

Mira-Lene™ Playground Panel Colors

Mira-Cote® Powder-Coated Painted Metal Playground Colors

Posts, Arches, Swings, and Accents (Railings and Climbers).

Miracle® uses high quality materials and state of the art manufacturing processes.
Commercial playgrounds and products are subjected to years of environmental and solar exposure.
Such extreme exposure takes its toll on paints and pigments, and all colors will fade over time.
So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.
Actual colors in catalog may vary due to four color printing process.

MIRACLE WARRANTY

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.

LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Colourshade FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon, and Olive.)

LIMITED EIGHT (8) YEAR WARRANTY:
- Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
- Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
- Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).

LIMITED FIVE (5) YEAR WARRANTY:
- Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
- Mira-Therm™ PVC coating and PE coating against cracking or peeling.
- Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.).
- GFRP (Glass Fiber Reinforced Polymer) Products.
- Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).

LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

LIMITED ONE (1) YEAR WARRANTY:
- Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
- Pool slide support structures, stairways, landings and railings.
- All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts, such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warranty that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non -conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:
- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.

Prices are subject to change without notice and are exclusive of installation, surfacing, transportation, insurance, taxes, license fees, customs fees, duties, premiums, fees, and other changes.

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director – Facilities & Safety

DATE: April 9, 2026

RE: Approval of Change Order #1 with Silver Creek Modular, LLC. for Casework Upgrade to Birch Plywood for the Junipero Serra Elementary School TK Classroom Project

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The District is currently implementing the Transitional Kindergarten (TK) Classroom Project at Junipero Serra Elementary School in partnership with Silver Creek Modular, LLC. During fabrication, it was identified that the originally included particle board casework does not meet the District's durability and long-term maintenance expectations for instructional environments.

To align with District standards and ensure longevity, the casework is being upgraded to clear-finished birch plywood, consistent with other interior finish materials.

FISCAL IMPLICATIONS:

The total ungraded cost is $62,992.63. This will be paid for by the Capital Facilities Fund 25.

Agreement	Date	Total
Original Agreement	October 9, 2025	$897,625.90
Change Order No. 1	April 9, 2026	$62,992.63
Total Amended Compensation		**$960,618.53**

RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #1 to the agreement with Silver Creek Modular, LLC. for the Junipero Serra Elementary School TK Classroom Project for an additional amount of $62,992.63.

Silver Creek

PCCO #001

Project: 11656 - JUNIPERO SERRA ES
151 VICTORIA STREET
DALY CITY, California 94015
Phone: (650) 877-8853

Prime Contract Change Order #001: CE #002 - Casework - Upgrade to Birch Plywood

TO:	**SOUTH SAN FRANCISCO USD** 398 B STREET SOUTH SAN FRANCISCO, California 94080	**FROM:**	**SILVER CREEK MODULAR, LLC.** 2830 BARRETT AVE PERRIS, California 92571
DATE CREATED:	3/26/2026	**CREATED BY:**	JOE NGUYEN **(SILVER CREEK MODULAR, LLC.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	11656:JUNIPERO SERRA ES	**TOTAL AMOUNT:**	$62,992.63

DESCRIPTION:
CE #002 - Casework - Upgrade to Birch Plywood
Casework - Upgrade particle board to birch plywood.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #002 - Casework - Upgrade to Birch Plywood		$62,992.63
		Total:	$62,992.63

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #002 - Casework - Upgrade to Birch Plywood

#	Description	Amount
1	Birch Plywood	$62,992.63
	Grand Total:	**$62,992.63**

The original (Contract Sum)	$897,625.90
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$897,625.90
The contract sum would be changed by this Change Order in the amount of	$62,992.63
The new contract sum including this Change Order will be	$960,618.53
The contract time will not be changed by this Change Order.	

LAWRENCE SCHADT (GELFAND PARTNERS ARCHITECTS)	**SOUTH SAN FRANCISCO USD**	**SILVER CREEK MODULAR, LLC.**
165 10TH STREET, SUITE #100	398 B STREET	2830 BARRETT AVE
SAN FRANCISCO, California 94103	SOUTH SAN FRANCISCO, California 94080	PERRIS, California 92571
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director – Facilities & Safety

DATE: April 9, 2026

RE: Approval of Change Order #1 with Silver Creek Modular, LLC for Casework Upgrade to Birch Plywood for the Monte Verde Elementary School TK Classroom Project

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The District is currently implementing the Transitional Kindergarten (TK) Classroom Project at Monte Verde Elementary School in partnership with Silver Creek Modular, LLC. During fabrication, it was identified that the originally included particle board casework does not meet the District's durability and long-term maintenance expectations for instructional environments.

To align with District standards and ensure longevity, the casework is being upgraded to clear-finished birch plywood, consistent with other interior finish materials.

FISCAL IMPLICATIONS:

The total cost upgraded cost is $38,898.33. This will be paid for by the Capital Facilities Fund 25.

Agreement	Date	Total
Original Agreement	October 9, 2025	$887,625.90
Change Order No. 1	April 9, 2026	$38,898.33
Total Amended Compensation		**$926,524.23**

RECOMMENDATIONS:

It is recommended that the Board of Trustees approve Change Order #1 to the agreement with Silver Creek Modular, LLC for the Monte Verde Elementary School TK Classroom Project for an additional amount of $38,898.33.

Silver Creek

PCCO #001

Project: 11657 - MONTE VERDE ES
2551 ST. CLOUD AVENUE
SAN BRUNO, California 94066
Phone: (650) 877-8838

Prime Contract Change Order #001: CE #001 - Casework - Upgrade particle board to birch plywood.

TO:	**SOUTH SAN FRANCISCO USD** 398 B STREET SOUTH SAN FRANCISCO, California 94080	**FROM:**	**SILVER CREEK MODULAR, LLC.** 2830 BARRETT AVE PERRIS, California 92571
DATE CREATED:	3/26/2026	**CREATED BY:**	JOE NGUYEN **(SILVER CREEK MODULAR, LLC.)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:		**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:		**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	11657:MONTE VERDE ES	**TOTAL AMOUNT:**	$38,898.33

DESCRIPTION:
CE #001 - Casework - Upgrade particle board to birch plywood.
Casework - Upgrade particle board to birch plywood.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
001	CE #001 - Casework - Upgrade particle board to birch plywood.		$38,898.33
		Total:	$38,898.33

CHANGE ORDER LINE ITEMS:

PCO # 001: CE #001 - Casework - Upgrade particle board to birch plywood.

#	Description	Amount
1	Birch Plywood	$38,898.33
	Grand Total:	**$38,898.33**

The original (Contract Sum)	$887,625.90
Net change by previously authorized Change Orders	$0.00
The contract sum prior to this Change Order was	$887,625.90
The contract sum would be changed by this Change Order in the amount of	$38,898.33
The new contract sum including this Change Order will be	$926,524.23
The contract time will not be changed by this Change Order.	

JOHN DIZON (SIM ARCHITECTS INC)	**SOUTH SAN FRANCISCO USD**	**SILVER CREEK MODULAR, LLC.**
3675 MOUNT DIABLO BLVD	398 B STREET	2830 BARRETT AVE
LAFAYETTE, California 94549	SOUTH SAN FRANCISCO, California 94080	PERRIS, California 92571
SIGNATURE **DATE**	**SIGNATURE** **DATE**	**SIGNATURE** **DATE**

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director of Facilities & Safety

DATE: April 9, 2026

RE: Approval of Contract with Better Building Construction for the Special Education Classrooms Alteration at South San Francisco High School

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☒ **Goal 5:** Equity-Centered Systems
☐ **N/A:** Not Applicable

BACKGROUND:

On December 12, 2024, the South San Francisco Unified School District Board of Trustees approved the contract with Nineteen Six Architects to provide Architecture and Engineering Services for the renovation of two classrooms (C-3 and C-4) at South San Francisco High School for students with special needs as requested by Educational Services/Special Education Departments.

It was supposed to be a simple renovation with a reasonable dollar amount. However, once DSA started the review, it became a huge and costly project. They required the District to perform additional work outside of the two classrooms, which included the following:

- Redesign the path of travel from the Student parking lot to the classrooms
- Correct the parking ratio of the number of spaces in front of the high school Office Building
- Fix the two restrooms foyer as they did not have the required wheelchair turning radium inside
- Open up the elevator walls for minor seismic reinforcement

- Demolish and reconstruct the whole concrete walkway in front of the classrooms because the floor finish of the same rooms were almost two inches higher where codes allow no more than 1/2” with a sloped threshold of 1/5” lip

The District conducted a public bid process. Bids were opened on March 31, 2026. The bidders were as follows:

Better Building Construction	$798,000.00
Zone 4 Construction	$831,635.00

The lowest responsive, responsible bidder is Better Building Construction with $798,000.

FISCAL IMPLICATIONS:

By this action: $798,000 will be paid from Fund 40 (Facilities Fund)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees award a contract for the Special Education Classrooms Alteration Project to the lowest responsive, responsible bidder, Better Building Construction, in the amount of $798,000.

Bid Opener:	Wazi Chowdhury
Bid Recorder:	Wazi Chowdhury

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

BID OPENING: March 31, 2026 @ 3:00 PM

BID TABULATION: **SSFUSD PROJECT No. 12-24 SSFHS: Alterations to 1-Elevator/Restroom Bldg B and Classroom Bldg C**

BIDDERS	SIGNED BID FORM	BID BOND	SUBCON LIST	SITE VISIT CERT	NON-COLLUSION	ACCEPTANCE OF ADDENDA	BASE BID AMOUNT
Zone 4 Construction	✓	✓	✓	✓	✓	✓	$831,635.00
Better Building Construction	✓	✓	✓	✓	✓	✓	$798,000.00

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

MEMORANDUM

TO: Board of Trustees

FROM: Shawnterra Moore, Ed.D., Superintendent

THRU: Ted O, Assistant Superintendent – Business Services
Wazi Chowdhury, Director of Facilities & Safety

DATE: April 9, 2026

RE: Approval of Contract with Zone 4 Construction for the Replacement of HVAC Units at Skyline Elementary School

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ALIGNMENT WITH STRATEGIC PLAN:

☐ **Goal 1:** Exceptional Instruction
☐ **Goal 2:** Engaged Students
☐ **Goal 3:** Purposeful Partnerships
☐ **Goal 4:** Empowered Educators
☐ **Goal 5:** Equity-Centered Systems
☒ **N/A:** Not Applicable

BACKGROUND:

The HVAC system at the older buildings of Skyline Elementary School is beyond their useful lives. The units are rusted out and possibly facing failure, and they need to be replaced as soon as possible. The school may face a situation where it will lose both heating and cooling for all the classrooms, Admin. Wing and Multi-Purpose Room at any time if the units fail. The work can only be done during the Summer when students are not present

The scope of work includes the replacement of furnaces in existing furnace closets at twelve classrooms, replacement of furnaces at two kindergarten building classrooms, replacement of one furnace in the Administration building, replacement of three furnaces at the Multipurpose building, replacement of eighteen condensing units on roof, and the replacement of the Fire Alarm Control Panel and addition of heat detectors (per DSA requirements).

The District conducted a public bid process. Three General Contractors were present at the mandatory site visit and conference, but only one contractor submitted a bid, which was opened on April 2, 2026.

The bidder is:

Zone 4 Construction $1,795,930

The lowest responsive, responsible bidder is Zone 4 Construction with $1,795,930.

FISCAL IMPLICATIONS:

$1,795,930 Facilities Funds (Fund 40)

RECOMMENDATION:

It is recommended that the South San Francisco Unified School District Board of Trustees award a contract for the HVAC Replacement Project to the lowest responsive, responsible bidder, Zone 4 Construction, in the amount of $1,795,930.

Bid Opener: Wazi Chowdhury		
Bid Recorder: Wazi Chowdhury		

SOUTH SAN FRANCISCO UNIFIED SCHOOL DISTRICT

BID OPENING: April 2, 2026 @ 3:00 PM		

BID TABULATION: **SSFUSD PROJECT No. 02-25 Skyline ES: Alterations to 5-Bldgs A, B, C, D & E: HVAC Replacement**

BIDDERS	SIGNED BID FORM	BID BOND	SUBCON LIST	SITE VISIT CERT	NON-COLLUSION	ACCEPTANCE OF ADDENDA	BASE BID AMOUNT	ALTERNATE #1	TOTAL BID AMOUNT
Zone 4 Construction	✓	✓	✓	✓	✓	✓	**$1,710,099.00**	**$85,831.00**	**$1,795,930.00**