



**LAGUNA BEACH**  
UNIFIED SCHOOL DISTRICT

**Regular Meeting  
of the  
Board of Education**

**AGENDA**

**March 27, 2018**

**ADMINISTRATION**

Jason Vilorio, Ed.D., Superintendent of Schools  
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services  
Jeff Dixon, Assistant Superintendent, Business Services  
Leisa Winston, Assistant Superintendent, Human Resources and  
Public Communications

**BOARD OF EDUCATION**

Jan Vickers, President  
Dee Perry, Clerk  
Ketta Brown, Member  
Carol Normandin, Member  
Peggy Wolff, Member

For information regarding Laguna Beach Unified School District, please visit our website: [www.lbusd.org](http://www.lbusd.org)

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**  
**REGULAR MEETING**  
550 Blumont  
Laguna Beach, CA 92651

**March 27, 2018**

**Closed Session 5:00 P.M.**  
**Open Session 6:00 P.M.**

**AGENDA**

**RECORDING OF SCHOOL BOARD MEETINGS**  
Open Session School Board Meetings will be video recorded.

**1. CALL TO ORDER**

**2. ROLL CALL TO ESTABLISH QUORUM**

**3. PUBLIC COMMENT ON CLOSED SESSION AGENDA ITEMS**

**4. ADJOURN TO CLOSED SESSION**

**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to litigation pursuant to subdivision (b) and (d) of Section 54956.9 – One Case

**B. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**  
Government Code §54957

**C. NEGOTIATIONS**  
Government Code §54957.6

- |                             |                         |
|-----------------------------|-------------------------|
| i. Employee Organization:   | LaBUFA                  |
| District Negotiator:        | Leisa Winston           |
| ii. Employee Organization:  | CSEA                    |
| District Negotiator:        | Leisa Winston           |
| iii. Employee Organization: | Unrepresented Employees |
| District Negotiator:        | Leisa Winston           |

**5. CALL TO ORDER - REGULAR SESSION**

**6. PLEDGE OF ALLEGIANCE**

**7. REPORT ON CLOSED SESSION ACTION**

**8. ADOPTION OF AGENDA**

## **9. PUBLIC COMMENT (Non- Agenda Items)**

*Opportunities for public input occur at each agenda item and at Public Comment.* Members of the public may address the Board of Education regarding items not on the agenda, yet within the Board's subject matter jurisdiction, during Public Comment. The public may speak about items that are on the agenda during consideration of that item. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic.

Persons wishing to address the Board are asked to complete and submit a public comment card, available on the information table. Matters not on the agenda cannot be acted upon or discussed by the Board. The Board may ask staff to research and respond accordingly.

## **10. RECOGNITIONS**

- a. None**

## **11. REPORTS**

- *Student Representative(s)*
- *LaBUFA Representative*
- *CSEA Representative*
- *Organizations – Boosters, PTA, SchoolPower*
- *Board Members*
- *Superintendent*
- *Cabinet Members*

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## **12. CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered by the Board to be routine and will be enacted by the Board in one motion as listed below. The Superintendent and the Staff recommend approval and or ratification of all Consent Calendar items. Any item may be removed from the Consent Calendar at the request of a Board member and acted on separately.

- a. Approval of Minutes – March 13, 2018
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Field Trip(s)
- e. Approval of Interdistrict Attendance Agreements – Resident Students to Other Districts
- f. Approval of Agreements for Contracted Services – Special Education
- g. Approval of Agreements and Contracts – Technology Services
- h. Acceptance of Gifts-Checks Totaling \$20,000.00
- i. Approval/Ratification of Warrants #393257 through #393390 in the amount of \$610,323.14 Dates: 3/06/2018 through 3/16/2018
- j. Approval to Increase the Existing Agreement for Legal Services with Best Best & Krieger, LLP., Related to Special Education in an Amount Not-to-Exceed \$40,000.00

## **INFORMATION ITEMS**

### **13. NUTRITION SERVICES UPDATE**

- **Jeff Dixon, Assistant Superintendent, Business Services**
- **Debra Appel, Supervisor**

Nutrition services staff will present an update on the 2017- 2018 Nutrition program.

## **ACTION ITEMS**

**14. ACCEPTANCE OF THE 10-YEAR FACILITIES MASTER PLAN UPDATE; A DYNAMIC LIVING DOCUMENT THAT IS UPDATED ON AN ANNUAL BASIS AND SERVES AS A PLANNING TOOL TO REFLECT CURRENT PROGRESS AND ALTERATIONS FROM CHANGING CONDITIONS AND DISTRICT NEEDS**

**– Jeff Dixon, Assistant Superintendent, Business Services**

**– Ryan Zajda, Director, Facilities**

Staff proposes the Board of Education accept the 10-year Facilities Master Plan (FMP) Update for 2018. This dynamic living document is updated on an annual basis and serves as a planning tool to reflect current progress and alterations from changing conditions and District needs.

**15. APPROVAL TO AWARD CONTRACT FOR PURCHASE, WARRANTY, AND INSTALLATION OF FLOOR COVERING AND RELATED PRODUCTS FROM KYA SERVICES, LLC., BASED ON CONTRACT NO. 4-17-72-0057B OF THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**

**– Jeff Dixon, Assistant Superintendent, Business Services**

**– Ryan Zajda, Director, Facilities**

Staff proposes the Board of Education award a contract for purchase, warranty, and installation of floor covering and related products from Kya Services, LLC based on contract number 4-17-72-0057B of the State of California Multiple Award Schedule.

**16. APPROVAL TO AWARD CONTRACT FOR PURCHASE AND WARRANTY OF PHYSICAL ACCESS CONTROL SYSTEMS (PACS), ALARM AND SIGNAL SYSTEMS, FACILITY MANAGEMENT SYSTEMS, AND LOCKING DEVICES FROM MONTGOMERY HARDWARE CO. BASED ON CONTRACT NO. 4-17-84-0059A OF THE STATE OF CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**

**– Jeff Dixon, Assistant Superintendent, Business Services**

**– Ryan Zajda, Director, Facilities**

Staff proposes the Board of Education award a contract for purchase and warranty of physical access control systems (PACS), alarm and signal systems, facility management systems, and locking devices from Montgomery Hardware Co. based on contract number 4-17-84-0059A of the State of California Multiple Award Schedule.

**17. APPROVAL OF BOARD POLICIES – SECOND READ AND FINAL APPROVAL**

**– Jason Vilorio, Ed.D., Superintendent**

On February 9, 2018, the Board of Education held a special meeting/workshop to review and discuss the policies listed below. On March 13, 2018, the Superintendent presented the same policies to the Board of Education for a first reading, which the Board approved for a second reading. The policies are presented for a second reading and approval of new and updated policies, as well as deleting policies as noted.

**18. APPROVAL OF CONTRACTOR AGREEMENT FOR JEFF HEIL, KEYNOTE SPEAKER FOR AUGUST 29, 2018 PROFESSIONAL DEVELOPMENT AT AN AMOUNT NOT-TO-EXCEED \$5,000**

**– Alysia Odipo, Assistant Superintendent, Instructional Services**

Staff proposes that the Board of Education approve the contract for keynote speaker, Jeff Heil, for the LBUSD Summer Staff Professional Development Program on August 29, 2018. The cost of the speaker is not-to-exceed \$5,000.



**19. BOARD MEMBER REQUESTS FOR ITEMS FOR NEXT MEETING, REQUESTS FOR INFORMATION, OR GENERAL COMMENTS**

**– Jan Vickers, President, Board of Education**

**20. ADJOURNMENT**

**– Jan Vickers, President, Board of Education**

The next Regular Meeting of the Board of Education is **Tuesday, April 17, 2018, 6:00 PM**  
at the Laguna Beach Unified School District Office Board Room  
550 Blumont St., Laguna Beach, California

For information regarding Laguna Beach Unified School District, please visit our website:  
[www.lbusd.org](http://www.lbusd.org)

## **INSTRUCTIONS FOR PRESENTATIONS TO THE BOARD BY PARENTS AND CITIZENS PRESENT AT THIS MEETING**

We are pleased you have joined us for this meeting. Community interest in our schools is welcome and valued.

The members of the LBUUSD Board of Education are locally elected officials, serve four-year terms of office, and are responsible for the schools' educational programs, grades kindergarten through twelve. The Board is a policy-making body whose actions are guided by the District's vision, mission, and goals. Administration of the District is delegated to a professional administrative staff led by the Superintendent. Board members are required to conduct the programs of the schools in accordance with the Constitution of the State of California, the California Education Code, and other laws relating to schools enacted by the Legislature, in addition to policies and procedures adopted by the Board of Education.

Materials that are public records related to open session agenda items are occasionally distributed to Board members after the agenda has been posted. These materials will be available for public inspection in the Office of the Superintendent between the hours of 7:30 a.m. and 4:30 p.m.

### **WHAT TO DO IF YOU WISH TO ADDRESS THE BOARD OF TRUSTEES**

**ITEMS ON THE AGENDA:** Members of the public may address the Board of Education on agenda items during consideration of that item. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit is waived by a majority of the Board.

Persons wishing to address the Board are asked to complete and submit a public comment card, available on the information table.

**PUBLIC COMMENT (Non-Agenda Items):** Members of the public may address the Board of Education regarding items not on the agenda, yet within the Board's subject matter jurisdiction during public comment. Speaking time is limited to three (3) minutes per speaker with a maximum of twenty (20) minutes per topic, unless the time limit is waived by a majority of the Board. Legally, the Board cannot take action on topics raised by speakers and discussion may not be held by the Board. The Board may ask staff to research and respond accordingly.

### **REASONABLE ACCOMMODATION**

*In accordance with the Americans with Disability Act, members of the public who require disability accommodation to participate in the meeting should contact the Office of the Superintendent in writing by noon on the Friday before the scheduled meeting.*

## **Laguna Beach Unified School District**

**12.a. CONSENT/ACTION**

**March 27, 2018**

**Approval: Minutes – March 13, 2018**

### **Board of Education Minutes of Regular Meeting March 13, 2018**

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#### **Call to Order**

President Vickers called the Regular Meeting of the Board of Education to order at 5:00 p.m., at the Central Offices for Laguna Beach Unified, 550 Blumont, Laguna Beach, California.

#### **Roll Call to Establish Quorum**

Quorum was established.

Members Present: Jan Vickers  
Dee Perry  
Ketta Brown  
Carol Normandin  
Peggy Wolff

#### **Public Comment on Closed Session Items**

There were no public comments.

#### **Adjourn to Closed Session**

Member Brown moved to adjourn to Closed Session. Member Normandin seconded. Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff, voted yes to adjourn to Closed Session. The meeting adjourned to Closed Session at 5:00 p.m. to discuss the following:

#### **A. PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**

Government Code §54957

#### **B. NEGOTIATIONS**

Government Code §54957.6

- i. Employee Organization: LaBUFA  
District Negotiator: Leisa Winston
- ii. Employee Organization: CSEA  
District Negotiator: Leisa Winston
- iii. Employee Organization: Unrepresented Employees  
District Negotiator: Leisa Winston

Member Normandin moved to adjourn from Closed Session. Member Brown seconded.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adjourn from Closed Session. The Board adjourned from Closed Session at 5:47 p.m.

**Present at Board Meeting**

Members Present: Jan Vickers  
Ketta Brown  
Carol Normandin  
Dee Perry  
Peggy Wolff

Employee Group  
Representatives: Elizabeth Phillips, Vice President, CSEA

Staff: Jason Vilorio, Ed.D., Superintendent  
Leisa Winston, Assistant Superintendent, Human Resources/Public  
Communications  
Alysia Odipo, Ed.D., Assistant Superintendent, Instructional Services  
Jeff Dixon, Assistant Superintendent, Business Services  
Victoria Webber, Executive Assistant  
Irene White, Director, Special Education  
Amy Kernan, Director, Assessment & Accountability  
Michael Keller, Ed.D., Director, Social Emotional Supports  
Mike Morrison, Chief Technology Officer  
Anakaren Ureno, Public Relations Liaison  
Chris Duddy, Principal, El Morro Elementary  
Mike Conlon, Principal, Top of the World Elementary  
Jenny Salberg, Principal, Thurston Middle School  
Jason Allemann, Principal, Laguna Beach High School

**Pledge of Allegiance**

President Vickers led the Board, staff, and members of the audience in reciting The Pledge of Allegiance to the Flag of the United States of America.

**Report of Closed Session Action**

President Vickers reported in closed session, the Board took action to issue a notice of release to temporary certificated employee Identification No. 7600002134, pursuant to Education Code section 44954, subdivision (b), effective at the end of the 2017-2018 school year, and directed the Superintendent or designee to send out appropriate legal notices. The roll call vote was as follows: Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

### **Adoption of Agenda**

Member Brown moved to adopt the agenda. Member Normandin seconded.

Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adopt the agenda as presented.

### **Public Comment (Non- Agenda Items)**

None.

### **Study Session**

Dr. Odipo, Dr. Keller, and Ms. Hunnicutt presented information on social emotional support for all learners within goals one and four of the LBUSD LCAP. The interactive session focused on three focal points of expected learning: 1) What does school preparedness mean today? 2) In what ways does the data inform our decision-making about our social emotional system? And, 3) How do we meet the evolving needs of students every day?

Sheri Morgan commented on social media and how students use it to discuss freely all issues without consideration of how their comments and discussions may make others feel.

Participants self-selected two groups to learn detailed information about each topic and debriefed in triads to discuss the information presented.

Board members thanked staff for the interactive workshop.

### **10 Minute Break**

### **Reports**

#### **Student Representative – Piper Warner**

Piper provided an update on the following topics:

- LBHS piloting School Senate
- Students participating in nationwide walkout regarding school safety
- March 22 is 8<sup>th</sup> grade parent night at LBHS
- ASB elections will be held the week after spring break
- Spring musical *All Shook Up* opens March 16 and runs through March 25
- Athletics update

#### **LaBUFA Representative – Sara Hopper, LaBUFA Vice President**

- Participated in three day Interest Based Bargaining (IBB) training
- Negotiations begin March 30
- All high school staff luncheon provided by district administration on March 14

**CSEA Representative – Margaret Warder, CSEA President**

- Participated in IBB training
- Held first day of negotiations, which was an engaging and open process
- Change in CSEA scholarship program, which will now be offered to all LBUSD CSEA members at any high school

**Organizations**

- N/A

**Board Members**

Board members reported as follows:

**Member Wolff**

- N/A

**Member Normandin**

- Provided an update on the Community Coalition meeting
  - Information to share with PTA Council
  - Cigarettes vs vaping
  - Red Ribbon week
  - Aspire program
  - Social marketing campaign
  - Public Health information

**Member Brown**

- Provided information on College and Career Advantage Board meeting
  - Final grant allocation
  - New fall classes
  - CTE Saddleback articulation nights

**Clerk Perry**

- Provided information from SchoolPower Endowment meeting
  - Rocket Ready presentation
  - Robin stepping down

**President Vickers**

- Provided information from PTA Council meeting
  - CLC PTA merging with TOW PTA
  - Epic Challenge and Jog-a-Thons
  - Legislation regarding school start times discussed
    - Athletics issues complex
    - Instructional minutes need to be considered

### **Superintendent Vilorio**

- Read at TOW and El Morro during Read Across America days
- Special Board meeting held for superintendent's evaluation and protocols discussion
- Presented at Rotary

### **Cabinet**

#### **Leisa Winston, Assistant Superintendent, Human Resources and Public Communications**

- Thanks CSEA and LaBUFA partners for participating in IBB training
- Attended ACSA *Every Student Succeeding Breakfast* with Principal Conlon to honor TOW second grade student

#### **Jeff Dixon, Assistant Superintendent, Business Services**

- No report

#### **Alysia Odipo, Assistant Superintendent, Instructional Services**

- Commented on after school training for teachers leaders and wrapping up professional development for the year

#### **Principal Report – Mike Conlon, Principal, Top of the World Elementary**

- Mr. Conlon's reported highlighted the following areas at TOW
  - No Place for Hate
  - PBIS
  - Second Step
  - Continuous Improvement
  - Relationships Matter
  - Data drives relationships

Board members thanked Mr. Conlon for sharing information on the Growth Mindset and the fact that students are becoming more confident with learning from mistakes.

### **CONSENT CALENDAR**

Member Wolff pulled item 13.a.ii. Member Normandin pulled items 13.a.i and 13.a.iii.

Member Brown moved approval of Consent Calendar items b – m. Member Normandin seconded.

Public Comment: None

Discussion: None

- a. Approval of Minutes
  - i. February 9, 2018 Special Meeting
  - ii. February 13, 2018 Regular Meeting
  - iii. March 8, 2018 Special Meeting
- b. Approval/Ratification of Personnel Report
- c. Approval/Ratification of Conference/Workshop Attendance
- d. Approval of Student Field Trip(s)
- e. Approval of Interdistrict Attendance Agreements – Resident Students to Other Districts
- f. Approval of Interdistrict Attendance Agreements – Student From Other District
- g. Approval of Acceptance of Gifts – In Kind Donation
- h. Approval of Agreements for Contracted Services – Special Education
- i. Approval of Agreements and Contracts – Technology Services
- j. Approval/Ratification of Warrants #393014 through #393256 in the amount of \$1,272,148.16 Dates: 2/06/2018 through 3/05/2018
- k. Approval/Ratification of Certificated Payroll 8A in the Amount of \$2,210,013.86  
Approval/Ratification of Classified Payroll 8B in the Amount of \$748,256.89  
Approval/Ratification of Classified Payroll 8C in the Amount of \$20,297.60
- l. Approval of Community Facilities District 98-1 (Crystal Cove) Administrative Expense Fund Disbursements Totaling \$1,290.69
- m. Approval of Third Renewal Award of Contract for Furniture and Equipment with Tangram Interiors through March 25, 2019

Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

Member Brown moved approval of Consent Calendar items a.i. Member Wolff seconded.

Public Comment: None

Discussion: None

Motion carried 4-0-1. Members Vickers, Perry, Brown, and Wolff voted yes. Member Normandin abstained.

Member Brown moved approval of Consent Calendar items a.ii. Clerk Perry seconded.



Public Comment: None

Discussion: None

Motion carried 3-0-2. Members Vickers, Perry, and Brown voted yes. Members Normandin and Wolff abstained.

Member Normandin moved approval of Consent Calendar items a.iii. Member Brown seconded.

Public Comment: None

Discussion: None

Motion carried 4-0-1. Members Vickers, Brown, Normandin and Wolff voted yes. Member Perry abstained.

## **INFORMATION ITEMS**

### **Update on 2018 Summer School Program**

Dr. Odipo introduced the item. Dates for the 2018 summer school program are as follows:

- Four weeks of classes for students in grades one through eight to be held at Top of the World Elementary School. Classes are from Monday, June 25, 2018 to Friday, July 20, 2018 (no school on July 4<sup>th</sup>)
- Five weeks of classes for high school students to be held at Laguna Beach High School. Classes are from Monday, June 25, 2018 to Friday, July 27, 2018 (no school on July 4<sup>th</sup> holiday)
- Special Education Summer School program for SDC PreK students from Monday, June 25, 2018 to Friday, July 20, 2018 (no school on July 4<sup>th</sup> holiday)
- August Intensive Behavior Instruction (IBI) Maintenance Program from Monday, August 13, 2018 to Thursday, August 23, 2018

Dr. Odipo answered questions from Board members and the community regarding course descriptions and options.

## **ACTION ITEMS**

### **Approval of Resolution No. 18-01: School Safety**

Dr. Viloria recommended the Board of Education adopt Resolution No. 18-01 School Safety.

Public Comment: None

Board Member Questions: None

Member Brown moved to approve Resolution No. 18-01: School Safety. Member Normandin seconded.

Board Member Discussion: Board members believe this resolution to be appropriate for the LBUSD community.

Motion carried 5-0 by a roll call vote. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

### **Approval of California School Board Association (CSBA) 2018 Delegate Assembly Election**

As the LBUSD Board representative to the OCSBA Board Member Wolff provided recommendations for eight nominees as follows:

1. Sharon Wallin, Irvine Unified School District
2. Francine Scinto, Tustin Unified School District
3. Kathryn Moffat, Orange Unified School District
4. Shari Kowalke, Huntington Beach City School District
5. Candi Kern, Cypress Elementary School District
6. Lynn Davis, Tustin Unified School District
7. Rosemary Saylor, Huntington Beach City School District
8. Lauren Brooks, Irvine Unified School District

Public Comment: None

Board Member Questions: None

Member Brown moved approval of the eight recommended nominees. Member Normandin seconded.

Board Member Discussion: Discussion occurred.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

### **Approval of Positive Certification of Second Interim Report**

Mr. Dixon introduced the item.

Public Comment: None

Member Brown moved to approve the positive certification of the second interim report. Member Normandin seconded.

Board Member Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

**Approval of Agreement for Contracted Services with David Taussig & Associates, Inc., to Administer the Mello-Roos Special Taxes in Community Facilities District (CFD) No. 98-1 with a Not-To-Exceed Amount of \$13,000 for the 2018-2019 Fiscal Year**

Mr. Dixon stated this is an annual contract.

Public Comment: None

Member Brown moved to approve the agreement for Contracted Services with David Taussig & Associates, Inc., to Administer the Mello-Roos Special Taxes in Community Facilities District (CFD) No. 98-1 with a Not-To-Exceed Amount of \$13,000 for the 2018-2019 Fiscal Year  
Member Normandin seconded.

Board Member Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

**Approval of Revised Health Clerk Job Description**

Mrs. Winston stated this request is a result of the outcome of the reclassification committee. All health clerk staff were interviewed as well as their supervisors, school nurses, and director of assessment and accountability.

Public Comment: None

Member Normandin moved to approve the revised health clerk job description Member Brown seconded.

Board Member Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

**Approval of the Course of Study for the Laguna Beach Unified School District Secondary Schools for the 2018-2019 School Year**

Dr. Odipo introduced the item.

Public Comment: None

Member Brown moved to approve the Course of Study for secondary schools for the 2018-2019 school year. Member Wolff seconded.

Board Member Discussion: Discussion occurred regarding: 1) A/P computer science course; 2) All classes listed may not be offered, as course offerings are dependent on enrollment; and, 3) financial literacy course.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

**Approval of Independent Contractor Agreement with Brian Shay in an Amount Not-to-Exceed \$5,100.00**

Dr. Odipo stated the scheduled instructional walks are for elementary. Planning is in place to schedule a day for secondary site walks as well.

Public Comment: None

Member Wolff moved to approve the agreement with Brian Shay in an amount not-to-exceed \$5,100.00. Member Normandin seconded.

Board Member Discussion: Discussion occurred regarding what the instructional walks focus on.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

**Approval to Update District Plan for Providing Educational Services for Expelled Students**

Dr. Odipo introduced the County plan. The County expects each district to be tailor the plan to the district needs and have the plan approved by the Board of Education.

Public Comment: None

Member Normandin moved to approve the updated district plan for providing educational services for expelled students. Member Brown seconded.

Board Member Discussion: Discussion occurred regarding whether or not expulsions count toward graduation rates.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

### **Approval of Independent Contractor Agreement the International Center for Leadership in Education (ICLE) for Consulting Services**

Dr. Odipo stated the district has engaged with ICLE in previous years. The district intends to utilize services to provide data team coaching and a potential keynote for the August professional development.

Public Comment: None

Member Wolff moved to approve the agreement with International Center for Leadership in Education for consulting services. Member Brown seconded.

Board Member Discussion: Discussion occurred.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

### **Approval of Board Policies – First Reading**

Dr. Vilorio stated the Board held a special meeting on February 9 to review all 21 policies. The Board held focused discussions and recommended revisions.

Public Comment: None

	<b>Policy/Bylaw</b>	<b>Title</b>	<b>Comment</b>
1.	0100	Philosophy	New Policy. Replace and Delete BP 6003.
2.	0200	Goals for the School District	New Policy. Replace and Delete BP 6004.
3.	3250	Transportation Fees	New Policy.
4.	3555	Nutrition Program	New Policy.
5.	4119.21 4219.21 4319.21	Professional Standards Exhibit 4119.21 Exhibit 4219.21 Exhibit 4319.21	New Policy. Replace and Delete BP 4302.
6.	4127 4227 4327	Temporary Athletic Team Coaches	New Policy.
7.	4140 4240 4340	Bargaining Units	New Policy.

8.	4161 4261 4361	Leaves	New Policy.
9.	4215	Evaluation/Supervision – Classified	New Policy.
10.	4315	Evaluation/Supervision – Administrators	New Policy.
11.	5030	Student Wellness	Update Policy.
12.	5112.5	Open/Closed Campus	New Policy. Replace and Delete BP 5040.
13.	5116	School Attendance Boundaries	New Policy. Replace and Delete BP 6001.
14.	5116.1	Intradistrict Open Enrollment	New Policy. Replace and Delete BP 5036.
15.	5125.1	Release of Directory Information	New Policy.
16.	5126	Awards for Achievement	New Policy.
17.	5127	Graduation Ceremonies and Activities	New Policy.
18.	6142.91	Reading/Language Arts Instruction	New Policy.
19.	6142.92	Mathematics Instruction	New Policy.
20.	6142.93	Science Instruction	New Policy.
21.	6142.94	History/Social Science Instruction	New Policy.

Member Brown moved to approve a first reading of the Board Policies as listed above. Member Normandin seconded.

Board Member Discussion: None

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes.

#### **Board Member Requests for Items for Next Meeting, Requests for Information, or General Comments**

Member Wolff volunteered at the SchoolPower Dinner Dance. She thanked everyone involved with putting the event together. Mrs. Wolff attended the PTA Sacramento Safari, as a PTA parent, with 4<sup>th</sup> District PTA.

Member Normandin shared an article from NPR regarding Prevention of School Shootings – Relationships Matter.

Member Brown read to students at Top of the World Elementary during Read Across America, and apologized for not being able to read at El Morro this year.

Clerk Perry attended the Cove Gallery to view the student artwork display. She visited El Morro Elementary. Clerk Perry requested information on suspensions and processes in LBUSD, specifically suspension versus in house suspensions and the social emotional support provided. The Board reached consensus and directed staff to provide data on suspensions and alternatives to suspensions.

President Vickers attended the Thurston PTA meeting where students presented information on the electives they take. She attended the DELAC meeting and observed the LCAP discussion, the Cove Gallery student exhibit, read at Top of the World Elementary, thanked parade attendees, and attended the City meeting on disaster preparedness. She asked Mr. Dixon a clarifying question regarding the high school and its use as a Red Cross site if needed.

### **Adjournment**

Member Normandin moved to adjourn. Member Brown seconded.

President Vickers announced the next regular meeting is March 27, 2018 at 6:00 p.m.

Motion carried 5-0. Members Vickers, Perry, Brown, Normandin, and Wolff voted yes to adjourn the meeting. The meeting adjourned at 8:39 p.m.

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Dee Perry  
Clerk of the Board  
March 27, 2018

**Laguna Beach Unified School District**

**12.b. CONSENT/ACTION**

**March 27, 2018**

**Approval/Ratification: Personnel Report**

**Proposal**

Staff proposes the Board of Education approve the Personnel Report, including various actions that are required to meet the needs of the District.

**Background**

It is necessary to process various personnel actions to meet staffing and operational needs. Compensation to personnel is within budgeted amounts in accordance with Board of Education policy.

**Budget Impact**

Expenditures are within budgeted appropriations as indicated.

**Recommended Action**

Staff recommends the Board of Education approve/ratify the Personnel Report and direct the Superintendent to authorize the actions requested in the report.



**PERSONNEL REPORT****March 27, 2018****I. RELEASE:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
George Sager PC02TS0101	Nutrition Services Utility Delivery Driver District Office	March 6, 2018

**II. RESIGNATIONS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Bridget Boniol PC05GC1001	Office Assistant Laguna Beach High School	March 15, 2018

Tim Soobsokov PC05SA0901	Campus Supervisor Laguna Beach High School	March 9, 2018
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**III. RETIREMENTS:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Kris Hammerquist PC08SS0101	Administrative Assistant to the Principal Top of the World Elementary *Revised date	June 22, 2018*

**IV. EMPLOYMENT:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Ronald Beatty PC06FS0501	Nutrition Services Assistant I Thurston Middle School 1306277426-2260 Range: 16 Step: A 3.6 hours per day/5 days per week/10 month academic work calendar Replaces: Linda Butler-Stoll	Probationary Employee General Fund \$16.23 per hour

Douglas Bowman PC02TS0101	Nutrition Services Utility Delivery Driver District Office 0102397400/1302277426-2220 Range: 29 Step: D 6 hours per day/5 days per week/12 month work calendar Replaces: George Sager	Probationary Employee General Fund \$26.08 per hour
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Mari Saaremagi-Mynes PC02SC1001	Payroll Specialist Business Services 0102397406-2420 Range: 39 Step: B 8 hours per day/5 days per week/12 month work calendar Replaces: Charlotte El-Kanj	Probationary Employee General Fund \$5222 per month
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**V. Stipends:**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
Jennifer Lundblad	Co-Activities Director Laguna Beach High School 0105011012-1170 Shared with Scott Finn	General Fund NTE: \$3023.15 January 30, 2018 to June 21, 2018

**VI. EMPLOYMENT: Short Term Assignments - Extra Duty**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Nolan McConnell	Campus Supervisor Thurston Middle School 0106011008-2252 NTE: 40 hours Reason: Attend CCM, MTSS and Staff Development meetings outside of work hours	March 1, 2018 to June 21, 2018 General Fund \$19.77 per hour

**VI. EMPLOYMENT: Short Term Assignments - Extra Duty (continued)**

<b><u>Name:</u></b>	<b><u>Position/Site:</u></b>	<b><u>Effective Date:</u></b>
Claudia Sandino	Instructional Assistant, Special Education Thurston Middle School 0104612310-2115 NTE: 6 hours Reason: Attend PLCs outside of work day	March 13, 2018 to June 21, 2018 Special Ed Fund \$23.62 per hour
See Employee List	Math App/Website Training El Morro Elementary 0113017175-1130 NTE: 6 hours Employees: Mary Blanton, Debbie Finnerty, Melinda Vogel, Christine Wagner	January 24, 2018 General Fund \$40.17 per hour
See Employee List	Attend Sketchnoting Class Districtwide 0102015380-1130 NTE: 1.25 hours each Employees: Ina Inouye, Sandra Johnson, Christine Wagner	February 7, 2018 to March 7, 2018 General Fund \$40.17 per hour
See Employee List	Attend Sketchnoting Class Districtwide 0102015380-2150 NTE: 1.25 hours each Employees: Marta Cid, Barbara Garcia, Marlo Jensma, Jill Norris, Claudia Sandino	February 7, 2018 to March 7, 2018 General Fund \$27.56 per hour
See Employee List	Attend Dimension 3 Inquiry Class Districtwide 0102015380-2150 NTE: 1.5 hours each Employees: Debbie Finnerty, Melissa Martinez, Kimberly Mattson, Christine Wagner	February 28, 2018 General Fund \$40.17 per hour
See Employee List	Attend Dimension 3 Inquiry Class Districtwide 0102015380-2150 NTE: 1.5 hours each Employees: Barbara Garcia, Jayne Greenwalt, Marlo Jensma, Claudia Sandino	February 28, 2018 General Fund \$27.56 per hour

**VII. EMPLOYMENT: Short Term Assignments - Performing Arts**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
None		

**VIII. EMPLOYMENT: Short Term Assignments - Performing Arts/Booster Funds**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
None		

**IX. EMPLOYMENT: Short Term Assignments - PTA**

<u>Name:</u>	<u>Position/Site:</u>	<u>Effective Date:</u>
None		

**X. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/General Fund**

Work Site: Laguna Beach High School  
General Fund Account: 0105311075-1185/2140

Fall Sports Calendar 2017/18:

In-Season:	August 7 - November 3, 2017
CIF Playoff:	November 6 - December 4, 2017

Winter Sports Calendar 2017/18:

In-Season:	November 6 - February 9, 2018
CIF Playoff:	February 12 to March 2, 2018

Spring Sports Calendar 2017/18:

In-Season:	February 12 - May 11, 2018
CIF Playoff:	May 14 to June 4, 2018

**Basketball - Boys:**

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Bret Fleming	Head Coach, CIF	\$1,112.52
Jim Garvey	Assistant Coach, CIF	\$653.00
Rus Soobzokov	Assistant Coach, CIF	\$653.00

**Soccer - Girls**

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Ben Helm	Head Coach, CIF	\$967.41
Daniel Pask	Assistant Coach, CIF	\$653.00

**Waterpolo - Girls**

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Ethan Damato	Head Coach, CIF	\$1,451.11
Nathan McConnell	Assistant Coach, CIF	\$979.50
Cara Borkovec	Assistant Coach, CIF	\$979.50

**Wrestling**

<u>Name:</u>	<u>Position:</u>	<u>Stipend:</u>
Robert Morales	Head Coach, CIF	\$967.41
Abel Ramirez	Assistant Coach, CIF	\$653.00

**XI. EMPLOYMENT/RELEASES: Short Term Assignments - Coaches/Booster Funded**

Work Site: Laguna Beach High School

Booster Account: 0105315310-1185/2140

**Fall Sports Calendar 2017/18:**

In-Season: August 7 - November 3, 2017

CIF Playoff: November 6 - December 4, 2017

**Winter Sports Calendar 2017/18:**

In-Season: November 6 - February 9, 2018

CIF Playoff: February 12 to March 2, 2018

**Spring Sports Calendar 2017/18:**

In-Season: February 12 - May 11, 2018

CIF Playoff: May 14 to June 4, 2018

**Baseball**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Jeff Sears	Head Coach, Preseason	\$2,600.00
Austin Paxson	Assistant Coach, Preseason	\$500.00
Jairo Ochoa	Assistant Coach, Preseason	\$500.00

**Lacrosse - Boys**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Chris Nunziata	Head Coach, Preseason	\$4,000.00
Richard Knox	Assistant Coach, Preseason	\$2,000.00

**Soccer - Girls**

<b><u>Name:</u></b>	<b><u>Position:</u></b>	<b><u>Stipend:</u></b>
Kelly Latimer	Assistant Coach, CIF	\$653.00
Sidney Zuccolotto	Assistant Coach, In Season	\$653.00

**XII. Employment and Resignation- Substitute Teachers & Classified Substitutes:**

**Employment:**

None

**Laguna Beach Unified School District**

**12.c. CONSENT/ACTION**

**March 27, 2018**

**Approval/Ratify: Conference/Workshop Attendance**

Chris Duddy, Kimberly Mattson, Yadi Rojas, and Liv Marshall – “Wonders Assessment Discussion” – March 19, 2018 – Newport Beach, CA. Participants attended a round-table discussion at Newport-Mesa Unified School District.

Fiscal Impact:

\$	65.80	Transportation/mileage
\$	65.80	TOTAL

Account #0109397150– 5220 – Instruction- Travel & Conference

Irene White – “Early Learning and Expanded Learning District Director Meeting” – April 17, 2018 – Costa Mesa, CA. This is designed for directors with direct oversight and responsibility for all early learning and expanded learning programs.

Fiscal Impact: No Cost

Victoria Webber – “Notary Training and Renewal” – May 24, 2018 – Anaheim, CA. This training will provide information, testing, and finger printing for renewal of notary commission.

Fiscal Impact:

\$	535.26	Registration
\$	20.00	Meals
\$	15.00	Parking
\$	570.00	TOTAL

Account #01013771000 – 5220 – Superintendent - Travel & Conference

Chris Duddy, Mike Conlon, Halle Davidson, Michael Keller, and Kimberly Mattson - “PLCs at Work Institute” – June 25-27, 2018 – Santa Clara, CA. Attendees will learn strategies for sustained and substantial school improvement. They will also have the opportunity to network with other experts and educators.

Fiscal Impact:

\$	2,756.00	Registration
\$	2,000.00	Transportation
\$	4,671.97	Lodging
\$	1,000.00	Meals
\$	400.00	Rental Car(s)/Parking
\$	10,827.97	TOTAL

Account #0107091005- 5220 – El Morro – Travel & Conference

Account #0109397150- 5220 – Instruction – Travel & Conference

Account #0108091005-5220 – TOW – Travel & Conference

Steven Sogo - "Biennial Conference on Chemical Education" – July 29 – August 2, 2018 – South Bend, IN. Steve Sogo will be presenting at two workshops. The BCCE is the premier chemical education conference in the U.S., drawing hundreds of participants from across the country.

**Fiscal Impact:**

\$	250.00	Registration
\$	500.00	Transportation/Mileage
\$	300.00	Lodging
\$	160.00	Meals
\$	1,210.00	TOTAL

Account #0105011012– 5220 – LBHS – Travel & Conference

Heather Hanson - "Southern California AP Conference" – August 6-9, 2018 – Palos Verdes, CA. This workshop will address the recently redesigned global AP Art History curriculum and redesign of the AP Art History examination.

**Fiscal Impact:**

\$	755.00	Registration
\$	64.52	Transportation/Mileage
\$	600.00	Lodging
\$	200.00	Meals
\$	1,619.52	TOTAL

Account #0105014730– 5220 – College Readiness – Travel & Conference

**Total Fiscal Impact:                      \$14,293.29**

**Laguna Beach Unified School District**

**12.d. CONSENT/ACTION**

**March 27, 2018**

**Approval: Student Field Trips**

**Proposal**

Staff proposes the Board of Education approve the following student field trips.

**1. Laguna Beach High School**

Destination:	Lowell Invitational –Coed Cross Country – Lowell HS San Francisco, CA
Date:	September 6-9, 2018
Chaperone(s):	Scott Wittkop, Steve Lalim, Tommy Newton, and Aliya Shaw
Cost to Student:	\$200
Number of Students:	14-20
Transportation:	LBHS Vans
Accommodations:	Courtyard by Marriott

Students will compete at the Lowell Invitational at Golden Gate Park. The athletes will compete against quality competition, bond as teammates, and experience the culture of San Francisco.

**2. Laguna Beach High School**

Destination:	Nike Portland Cross Country Invitational – Boys
Date:	September 28-30, 2018
Chaperone(s):	Scott Wittkop and Tommy Newton
Cost to Student:	\$500
Number of Students:	7-10
Transportation:	Plane and bus
Accommodations:	Embassy Suites Portland Airport

Students will have the opportunity to race on the national course and a chance to compete against some of the best teams in the nation. Students will also tour the Portland University athletics facilities.

**3. Laguna Beach High School**

Destination:	Rough Rider Invitational – Boys Cross Country
Date:	October 12-13, 2018
Chaperone(s):	Scott Wittkop, Tommy Newton, Fred Pichay and TBD
Cost to Student:	\$100
Number of Students:	30-40
Transportation:	Bus
Accommodations:	Pic-A-Dilly Inn

Students will compete on a State course and compete against some of the best students in the State. Students will also tour Fresno State University.

### **Background**

The principal of Laguna Beach High School has approved the Applications for Field Trip requests and submitted the application for approval in accordance with Board Policy 6019. This policy provides forms for use by parents/guardians that give permission for their student(s) to participate in field trips, along with authorization for medical care and a waiver in conformance with Education Code Section 35330.

The District's liability insurance through ASCIP provides field trip coverage in the following areas:

- (1) coverage against claims by a parent for negligence by the District if the student is injured, and
- (2) coverage for any damage caused by a student.



**Laguna Beach Unified School District**

**12.e. CONSENT/ACTION**

**March 27, 2018**

**Approval: Interdistrict Attendance Agreements – Resident Students to Other District(s)**

**Proposal**

Staff proposes the Board of Education approve the following Interdistrict Attendance Agreement(s) for resident student(s) to attend another school district.

**Background**

Board Policy 5035 and Education Code 48204 delineate the conditions for Interdistrict Attendance Agreements. These agreements are based upon factors intended to positively affect student achievement and welfare. The Agreement must also be approved by the Board of Education of the cooperating district.

**Implications**

The action will allow resident student(s) to attend another school district. It is the practice of staff to recommend approval as per Board policy; however, Board members have the option to consider each case separately and approve or deny requests. These requests are for the **2018/2019 school year**.

**Budget Impact**

The District will have reduced expenditures as a result of reduced student enrollment as follows:

Summary of Projected IDT's Out of District

Based on students who are enrolling in other CA Public Schools

Does not include Laguna Beach students enrolled in private schools

School	IDT's Out for 2017/18	2017/18 Est. Reduced Cost (\$8500 per student)	IDT's Out for 2018/19 (to date)	2018/19 Est. Reduced Cost (\$8500 per student)
LBHS	14	\$ 76,500.00	4	\$ 34,000.00
TMS	4	\$ 34,000.00	1	\$ 8,500.00
TOW/ELM	14	\$ 68,000.00	5	\$ 42,500.00
Total	32	\$ 178,500.00	10	\$ 85,000.00

**Recommended Action**

Staff recommends the Board of Education approve the attached list of students requesting Interdistrict Attendance Agreements as presented.

<u>Name</u>	<u>Grade</u>	<u>District</u>	<u>Reason</u>
Michael G.	2	Capistrano USD	3

- (1) Employee - Renewal
- (2) Employee - New
- (3) Special Need/Request

**Laguna Beach Unified School District**

**12.f. ACTION**

**March 27, 2018**

**Approval: Agreements for Contracted Services-Special Education**

**Proposal**

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary services for special education students.

**Background**

Approval by the Board of Education will provide needed services for eligible special education students that cannot presently be provided by District staff. Approval will maintain District compliance with Education Codes.

**Budget Impact**

The expenses associated with the attached contracts are included in the current Special Education budget.

**Recommended Action**

Staff recommends the Board of Education approve the contracts as listed.

**Laguna Beach Unified School District**

**Agreements for Contracted Services – March 27, 2018**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Cost</b>
Master Contract Intermountain Children's Home	Residential placements for special education students	03/12/18- 06/30/18		
Independent Contract Intermountain Children's Home	Residential placement for a special education student	03/08/18- 06/30/18	Non-Public School 0104632210-5875-\$13,910 0104632210-5889-\$28,860 0104632210-5898-\$ 6,795	\$49,565
West Shield Adolescent Services	Assisted transport for special education student to RTC program	03/12/18- 03/13/18	Pupil Transportation 0104256700-5881	\$ 6,300

**Laguna Beach Unified School District**

12.g. **CONSENT/ACTION**

**March 27, 2018**

**Approval: Agreements and Contracts – Technology Services**

**Proposal**

Staff proposes the Board of Education approve the attached list of contracts required to secure necessary technology and services for Technology Services.

**Background**

Approval by the Board of Education will provide needed technology and services for the Students, Teachers and staff.

**Budget Impact**

The expenses associated with the attached contracts are included in current and proposed Technology Services budgets.

**Recommended Action**

Staff recommends the Board of Education authorize the following contracts.

**Laguna Beach Unified School District**

**Contracts/Licenses – March 27, 2018**

<b>Contractor</b>	<b>Description of Services</b>	<b>Term</b>	<b>Funding</b>	<b>Cost</b>
Resilient	Smartnet Phone/Voice Licensing and Support	05/15/18 – 06/30/19 Renewal	01134571755805	\$10,166.10

**Laguna Beach Unified School District**

12.h. CONSENT/ACTION

March 27, 2018

Approval:      Acceptance of Gifts – Checks Totaling \$20,000.00

**Proposal**

Staff proposes the Board of Education accept the following gift(s) to the District – checks totaling \$20,000.00.

**Background**

After acceptance by the Board of Education, a letter of thanks and acknowledgement will be mailed to the donor(s).

**Recommended Action**

Staff recommends the Board of Education accept the following gift(s), as presented:

<b>Type of Gift</b>	<b>Donor</b>	<b>Amount/Gift</b>	<b>Disposition</b>
Check	Festival of Arts Foundation	\$5,000.00	LBHS Art Department
Check	Festival of Arts Foundation	\$5,000.00	LBHS Drama Department
Check	Festival of Arts Foundation	\$5,000.00	LBHS Dance Department
Check	Festival of Arts Foundation	\$5,000.00	LBHS Ceramics Department
<b>Total</b>		<b>\$20,000.00</b>	

**Laguna Beach Unified School District**

**12.i. CONSENT/ACTION**

**March 27, 2018**

**Approval: Warrants #393257 Through #393390 In The Amount of \$610,323.14  
Dates: 3/06/2018 through 3/16/2018**

**Proposal**

Staff proposes the Board of Education approve/ratify Warrants #393257 through #393390 in the amount of \$610,323.14.

**Background**

Warrants are issued for necessary equipment, supplies and services. The warrants processed include previously Board approved contracts and/or budgeted expenditures within the Board approved operating budget.

The warrant list is generated in our business office in accordance with supporting documentation and coded in compliance with the State Account Code Structure (SACS). The list is then transmitted to the Orange County Department of Education where requests are audited and warrants are ultimately issued.

**Budget Impact**

The warrants are in accordance with the approved 2017/2018 District Operating Budgets.

**Recommended Action**

Staff recommends the Board of Education approve/ratify the warrants in the amount of \$610,323.14.

SELECT Check ID's and Numbers: 760 ; Check Dates: 030618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393257	03/06/18	Apple Computer Inc.	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	827.53
			COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	170.25
						CHECK TOTAL:	997.78
00393258	03/06/18	B & H Photo Video Inc.	GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	9.75
						CHECK TOTAL:	9.75
00393259	03/06/18	BLICK ART MATERIALS	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	113.76
						CHECK TOTAL:	113.76
00393260	03/06/18	Burnham Benefits Insur	MARCH 2018	0102397400	5831	CONSULTANTS-OTHER	5,000.00
						CHECK TOTAL:	5,000.00
00393261	03/06/18	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0105477408	4340	GENERAL SUPPLIES-NON INS	102.93
						CHECK TOTAL:	102.93
00393262	03/06/18	Cortez-Redard, Ivonne	REFRESHMENTS - NOT FOOD SERV	0102013045	4325	REFRESHMENTS - NOT FOOD	27.66
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	24.91
						CHECK TOTAL:	52.57
00393263	03/06/18	Dan's Thermal Services	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	3,299.59
						CHECK TOTAL:	3,299.59
00393264	03/06/18	Durham School Services	12/15 - MISSION SAN JUAN CAP	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	388.63
			1/10 - MISSION SAN JUAN CAP	0107015600	5865	CHARTER BUS-ATHLETIC/FIE	366.60
			1/18 - HERITAGE MUSEUM	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	552.11
			1/11 - IRVINE MUSEUM	0108015570	5865	CHARTER BUS-ATHLETIC/FIE	195.11
			1/30 - RANCHO WILDLIFE	0107015600	5865	CHARTER BUS-ATHLETIC/FIE	497.48
			JANUARY 2018	0107015600	5855	CHARTER BUS-HOME TO SCHO	602.18
			JANUARY 2018	0106011008	5855	CHARTER BUS-HOME TO SCHO	557.73
			JANUARY 2018	0107011005	5855	CHARTER BUS-HOME TO SCHO	602.19
			JANUARY 2018	0102256700	5100	SUBAGREEMENTS FOR SERVIC	91,199.42
			JANUARY 2018	0106015600	5855	CHARTER BUS-HOME TO SCHO	557.74
			1/17 - BUS EVAC	0102256700	5100	SUBAGREEMENTS FOR SERVIC	475.29
			JANUARY 2018	0104256700	5100	SUBAGREEMENTS FOR SERVIC	22,632.18
						CHECK TOTAL:	118,626.66
00393265	03/06/18	Ganahl Lumber	MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	41.60
			MAINTENANCE SUPPLIES	0108477408	4362	MAINTENANCE SUPPLIES	28.90
						CHECK TOTAL:	70.50
00393266	03/06/18	Grainger	MAINTENANCE SUPPLIES	0105477408	4362	MAINTENANCE SUPPLIES	35.60
						CHECK TOTAL:	35.60



SELECT Check ID's and Numbers: 768 ; Check Dates: 030618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393267	03/06/18	IXL Learning Inc.	SUBSCRIPTIONS	0105011500	4368	SUBSCRIPTIONS	695.00
						CHECK TOTAL:	695.00
00393268	03/06/18	JENNIFER TONEY SPEECH	FEBRUARY 2018	0104632900	5887	SPEECH THERAPY	4,165.00
						CHECK TOTAL:	4,165.00
00393269	03/06/18	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	87.78
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	53.60
						CHECK TOTAL:	141.38
00393270	03/06/18	KAP 7 INTERNATIONAL IN	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	1,465.40
						CHECK TOTAL:	1,465.40
00393271	03/06/18	Mardan Center of Educa	FEBRUARY 2018	0104632210	5100	SUBAGREEMENTS FOR SERVIC	5,522.34
			FEBRUARY 2018 - SPEECH	0104632210	5100	SUBAGREEMENTS FOR SERVIC	240.00
						CHECK TOTAL:	5,762.34
00393272	03/06/18		2/19 - 2/23	0104632900	5878	PARENT REIMBURSEMENT (LE	325.00
			2/26 - 3/2	0104632900	5878	PARENT REIMBURSEMENT (LE	1,625.00
						CHECK TOTAL:	1,950.00
00393273	03/06/18	Mountain & Sea Educati	MISC OUTSIDE VENDOR	0106015455	5860	MISC OUTSIDE VENDOR	1,000.00
						CHECK TOTAL:	1,000.00
00393274	03/06/18	OCEAN Institute	MISC OUTSIDE VENDOR	0106015040	5860	MISC OUTSIDE VENDOR	750.00
						CHECK TOTAL:	750.00
00393275	03/06/18	Ocean View School	FEBRUARY 2018	0104632210	5100	SUBAGREEMENTS FOR SERVIC	19,228.28
						CHECK TOTAL:	19,228.28
00393276	03/06/18	PITNEY BOWES GLOBAL FI	RENTAL EXPENSE	0105091012	5620	RENTAL EXPENSE	382.50
						CHECK TOTAL:	382.50
00393277	03/06/18	ROMANO, NIKKI	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	200.00
00393278	03/06/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	48.53
						CHECK TOTAL:	48.53
00393279	03/06/18	Teacher's Discovery	MATERIALS & SUPPLIES-INSTRUCT	0105015040	4310	MATERIALS & SUPPLIES-INS	219.99
						CHECK TOTAL:	219.99
00393280	03/06/18	The LaunchPad Therapy	FEBRUARY 2018	0104632900	5885	OCCUPATIONAL THERAPY	2,127.50
						CHECK TOTAL:	2,127.50

LAGUNA BEACH USD                      03/06/18                      Commercial Check Register                      Page 3  
TUE, MAR 06, 2018, 8:21 AM --req: ADMIN-----leg: 76 ----loc: ISSTAFF---job: 10660941 #J302--prog: CK514 <1.02>--report id: CKOCLIST

SELECT Check ID's and Numbers: 760 ; Check Dates: 030618

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
00393281	03/06/18		FEBRUARY 2018	0104632900	5878	PARENT REIMBURSEMENT (LE	1,875.00
						CHECK TOTAL:	1,875.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	168,320.06
			GRAND TOTAL				168,320.06

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393282	03/07/18	Acorn Media	EQUIPMENT-NEW	0113457175	4410	EQUIPMENT-NEW	377.11
						CHECK TOTAL:	377.11
00393283	03/07/18	BERTRAND'S HORN IMPROV	EQUIPMENT-NEW	0102011190	4410	EQUIPMENT-NEW	81.18
			EQUIPMENT-NEW	0102011190	4410	EQUIPMENT-NEW	244.95
			MATERIALS & SUPPLIES-INSTRUCT	0102011190	4310	MATERIALS & SUPPLIES-INS	377.78
						CHECK TOTAL:	703.91
00393284	03/07/18	CALIFORNIA SCHOOLS EMP	MARCH 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	2,543.09
			MARCH 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	1,252.57
			MARCH 2018	0102397400	3402	HEALTH & WELFARE, CLASSIF	9,243.82
			MARCH 2018	0102017400	3401	HEALTH & WELFARE, CERTIF	18,767.75
			MARCH 2018	0102397400	5831	CONSULTANTS-OTHER	543.00
						CHECK TOTAL:	32,350.23
00393285	03/07/18	Fisher Science Educati	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	-12.00
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	129.20
						CHECK TOTAL:	117.20
00393286	03/07/18	Flinn Scientific	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	208.39
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	157.69
						CHECK TOTAL:	366.08
00393287	03/07/18		MILEAGE - FEBRUARY 2018	0104256700	5880	TRANSPORTATION-IN LIEU	425.68
			MARCH 2018	0104632900	5878	PARENT REIMBURSEMENT (LE	2,660.00
						CHECK TOTAL:	3,085.68
00393288	03/07/18	Maintex	OTHER CUSTODIAL SUPPLIES	0105477409	4361	OTHER CUSTODIAL SUPPLIES	2,224.44
						CHECK TOTAL:	2,224.44
00393289	03/07/18	Office Depot	GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	72.47
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	505.41
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	132.75
			GENERAL SUPPLIES-NON INSTRUCT	0109397150	4340	GENERAL SUPPLIES-NON INS	14.48
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	16.80
			PRINTERS <\$250 & INK/SUPPLIES	0109397150	4322	PRINTERS <\$250 & INK/SUP	95.89
			PRINTERS <\$250 & INK/SUPPLIES	0108011005	4322	PRINTERS <\$250 & INK/SUP	780.97
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	35.37
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	5.95
			GENERAL SUPPLIES-NON INSTRUCT	0101377100	4340	GENERAL SUPPLIES-NON INS	54.32
			PRINTERS <\$250 & INK/SUPPLIES	0108011005	4322	PRINTERS <\$250 & INK/SUP	127.62
			MATERIALS & SUPPLIES-INSTRUCT	0108011005	4310	MATERIALS & SUPPLIES-INS	155.61
			GENERAL SUPPLIES-NON INSTRUCT	0113457175	4340	GENERAL SUPPLIES-NON INS	101.22
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	537.13

SELECT Check ID's and Numbers: 760 ; Check Dates: 030718

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
						CHECK TOTAL:	2,635.99
00393290	03/07/18	Saddleback Valley Unif	ESY 2017 - DEC 2017	0104292800	5852	OTHER LOCAL AGENCY FEES	25,000.00
			ESY 2017 - DEC 2017	0104292800	5100	SUBAGREEMENTS FOR SERVIC	135,044.22
						CHECK TOTAL:	160,044.22
00393291	03/07/18	VERTICAL TRANSPORT INC	CONTRACT SERVICES	0107477408	5610	CONTRACT SERVICES	402.50
						CHECK TOTAL:	402.50
00393292	03/07/18	American Modular Syste	BUILDING IMPROVEMENTS	2508498410	6230	BUILDING IMPROVEMENTS	19,671.00
						CHECK TOTAL:	19,671.00
00393293	03/07/18	American Modular Syste	BUILDING IMPROVEMENTS	4208498675	6230	BUILDING IMPROVEMENTS	6,144.60
						CHECK TOTAL:	6,144.60
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	228,122.96
			GRAND TOTAL				228,122.96

SELECT Check ID's and Numbers: 769 ; Check Dates: 030818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393294	03/08/18	Advanced Alarm Inc.	ALARM MONITORING	0108477408	5560	ALARM MONITORING	345.00
			ALARM MONITORING	0106477408	5560	ALARM MONITORING	345.00
			ALARM MONITORING	0108477408	5560	ALARM MONITORING	435.00
						CHECK TOTAL:	1,125.00
00393295	03/08/18	BrightView Landscape S	LANDSCAPE/IRRIGATION	0102477408	5680	LANDSCAPE/IRRIGATION	682.53
			LANDSCAPE/IRRIGATION	0105477408	5680	LANDSCAPE/IRRIGATION	1,479.54
			LANDSCAPE/IRRIGATION	0105477408	5680	LANDSCAPE/IRRIGATION	617.09
			LANDSCAPE/IRRIGATION	0105477408	5680	LANDSCAPE/IRRIGATION	4,137.14
			LANDSCAPE/IRRIGATION	0107477408	5680	LANDSCAPE/IRRIGATION	512.61
			LANDSCAPE/IRRIGATION	0107477408	5680	LANDSCAPE/IRRIGATION	413.49
			LANDSCAPE/IRRIGATION	0106477408	5680	LANDSCAPE/IRRIGATION	363.03
			LANDSCAPE/IRRIGATION	0105477408	5680	LANDSCAPE/IRRIGATION	245.18
			LANDSCAPE/IRRIGATION	0107477408	5680	LANDSCAPE/IRRIGATION	142.26
			LANDSCAPE/IRRIGATION	0102477408	5680	LANDSCAPE/IRRIGATION	521.26
						CHECK TOTAL:	9,114.13
00393296	03/08/18	Cindy Cottier	FEBRUARY 2018	0104192430	5895	OUTSIDE ASSESSMENT FEES	155.00
			FEBRUARY 2018	0104192430	5895	OUTSIDE ASSESSMENT FEES	310.00
						CHECK TOTAL:	465.00
00393297	03/08/18	Cintas Corporation Loc	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	120.00
			GENERAL SUPPLIES-NON INSTRUCT	0108477408	4340	GENERAL SUPPLIES-NON INS	362.59
						CHECK TOTAL:	482.59
00393298	03/08/18	Costley, Chris	1/11 - OCATTF	0104644575	5210	MILEAGE REIMBURSEMENT	12.97
			2/9 - OCC COUNSELOR MTNG	0104644575	5210	MILEAGE REIMBURSEMENT	20.93
						CHECK TOTAL:	33.90
00393299	03/08/18	Federal Express Corp	POSTAGE/DELIVERY	0110397140	5910	POSTAGE/DELIVERY	18.57
						CHECK TOTAL:	18.57
00393300	03/08/18	Frontier California In	FEBRUARY 2018	0107477409	5920	TELEPHONE SERVICE	158.01
			FEBRUARY 2018	0108477409	5920	TELEPHONE SERVICE	453.08
			FEBRUARY 2018	0102477409	5920	TELEPHONE SERVICE	180.09
			FEBRUARY 2018	0106477409	5920	TELEPHONE SERVICE	664.53
			FEBRUARY 2018	0105477409	5920	TELEPHONE SERVICE	674.22
			FEBRUARY 2018	0102477409	5920	TELEPHONE SERVICE	1,657.49
			FEBRUARY 2018	0108477409	5920	TELEPHONE SERVICE	742.12
						CHECK TOTAL:	4,529.54
00393301	03/08/18	Ganahl Lumber	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	23.14
						CHECK TOTAL:	23.14

SELECT Check ID's and Numbers: 76@ ; Check Dates: 030818

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393302	03/08/18	HARTFORD, ALONDA	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	91.62
						CHECK TOTAL:	91.62
00393303	03/08/18	McGill, Loryn Rachel	FEBRUARY 2018	0104632900	5887	SPEECH THERAPY	750.00
						CHECK TOTAL:	750.00
00393304	03/08/18	Michelle Martinez	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	103.91
						CHECK TOTAL:	103.91
00393305	03/08/18	National Construction	MARCH 2018	0105477408	5620	RENTAL EXPENSE	170.55
						CHECK TOTAL:	170.55
00393306	03/08/18	Orange County Therapy	FEBRUARY 2018	0104632900	5100	SUBAGREEMENTS FOR SERVIC	104.00
			FEBRUARY 2018	0104632900	5885	OCCUPATIONAL THERAPY	596.00
			FEBRUARY 2018	0104632900	5886	PHYSICAL THERAPY	516.00
			FEBRUARY 2018	0104632900	5100	SUBAGREEMENTS FOR SERVIC	13,158.00
						CHECK TOTAL:	14,374.00
00393307	03/08/18	TOTAL RECALL CAPTIONIN	JANUARY 2018	0104622510	5860	MISC OUTSIDE VENDOR	2,662.50
						CHECK TOTAL:	2,662.50
00393308	03/08/18	Wade, Steve	MATERIALS & SUPPLIES-INSTRUCT	0106015040	4310	MATERIALS & SUPPLIES-INS	358.95
						CHECK TOTAL:	358.95
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							34,303.40
GRAND TOTAL							34,303.40

SELECT Check ID's and Numbers: 760 ; Check Dates: 030918

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393309	03/09/18	ACSA Foundation Educa	TRAVEL & CONFERENCE	0110397140	5220	TRAVEL & CONFERENCE	99.00
						CHECK TOTAL:	99.00
00393310	03/09/18	Copy & Print Center	GENERAL SUPPLIES-NON INSTRUCT	0105091012	4340	GENERAL SUPPLIES-NON INS	113.14
						CHECK TOTAL:	113.14
00393311	03/09/18	Evolve Inc.	MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	1,508.50
						CHECK TOTAL:	1,508.50
00393312	03/09/18	Pitney Bowes	POSTAGE/DELIVERY	0106091008	5910	POSTAGE/DELIVERY	189.39
						CHECK TOTAL:	189.39
00393313	03/09/18	SECURE LIVE SCAN	FEBRUARY 2018	0110397140	5845	FINGER PRINTING	180.00
						CHECK TOTAL:	180.00
00393314	03/09/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	29.46
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	295.95
			MATERIALS & SUPPLIES-INSTRUCT	0105011012	4310	MATERIALS & SUPPLIES-INS	173.33
			COPIER PAPER	0102397400	4312	COPIER PAPER	333.59
						CHECK TOTAL:	832.33
00393315	03/09/18	Steven Sogo	EQUIPMENT-NEW	0105015060	4310	MATERIALS & SUPPLIES-INS	221.00
			EQUIPMENT-NEW	0105015060	4410	EQUIPMENT-NEW	876.22
						CHECK TOTAL:	1,097.22
00393316	03/09/18	STRING TENNIS SHOP	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	1,291.92
						CHECK TOTAL:	1,291.92
00393317	03/09/18	TEAM PRIDE ATHLETIC AP	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	2,729.64
						CHECK TOTAL:	2,729.64
00393318	03/09/18	THE JOY FACTORY	COMPUTER SUPPLIES	0104613150	4320	COMPUTER SUPPLIES	458.04
						CHECK TOTAL:	458.04
00393319	03/09/18	UPS	POSTAGE/DELIVERY	0105091012	5910	POSTAGE/DELIVERY	100.61
			POSTAGE/DELIVERY	0109397150	5910	POSTAGE/DELIVERY	34.27
						CHECK TOTAL:	134.88
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							8,634.06
GRAND TOTAL							8,634.06

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031218

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393320	03/12/18		FEBRUARY 2018 - SPEECH	0104072000	5878	PARENT REIMBURSEMENT (LE	467.50
			FEBRUARY 2018 - SOCIAL	0104072000	5878	PARENT REIMBURSEMENT (LE	70.00
						CHECK TOTAL:	537.50
00393321	03/12/18	CARE Youth Corporation	FEBRUARY 2018	0104632210	5898	AB3632 ROOM & BOARD	6,160.00
			FEBRUARY 2018	0104632210	5889	OTHER THERAPY	2,072.00
			FEBRUARY 2018	0104632210	5100	SUBAGREEMENTS FOR SERVIC	3,000.00
						CHECK TOTAL:	11,232.00
00393322	03/12/18	Elite Athlete Services	MISC OUTSIDE VENDOR	0106015040	5860	MISC OUTSIDE VENDOR	195.00
						CHECK TOTAL:	195.00
00393323	03/12/18	Knott's Berry Farm	MISC OUTSIDE VENDOR	0107015600	5860	MISC OUTSIDE VENDOR	2,184.00
						CHECK TOTAL:	2,184.00
00393324	03/12/18	Maintex	CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	207.52
						CHECK TOTAL:	207.52
00393325	03/12/18	Pro Ed	TESTS/SCORING	0104613150	4330	TESTS/SCORING	215.60
						CHECK TOTAL:	215.60
00393326	03/12/18	Ralphs Grocery Company	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	90.94
						CHECK TOTAL:	90.94
00393327	03/12/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	32.64
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	-355.56
			COPIER PAPER	0106011008	4312	COPIER PAPER	833.99
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	56.21
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	135.05
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	92.96
						CHECK TOTAL:	795.29
00393328	03/12/18	VERTICAL TRANSPORT INC	CONTRACT SERVICES	0105477408	5610	CONTRACT SERVICES	260.00
						CHECK TOTAL:	260.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							15,717.85
GRAND TOTAL							15,717.85



SELECT Check ID's and Numbers: 760 ; Check Dates: 031318

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393329	03/13/18	Apple Computer Inc.	EQUIPMENT-COMPUTER COMPUTER SUPPLIES	0113017175	4460	EQUIPMENT-COMPUTER	1,135.30
				0113018640	4320	COMPUTER SUPPLIES	3,210.95
						CHECK TOTAL:	4,346.25
00393330	03/13/18	AT&T	FEBRUARY 2018	0107477409	5920	TELEPHONE SERVICE	32.12
						CHECK TOTAL:	32.12
00393331	03/13/18	CDW GOVERNMENT LLC	COMPUTER SUPPLIES COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	693.08
				0113457175	4320	COMPUTER SUPPLIES	608.03
						CHECK TOTAL:	1,301.11
00393332	03/13/18	Cox Communications	MARCH 2018 FEBRUARY 2018	0113457175	5940	INTERNET CONNECTIVITY	161.37
				0113457175	5940	INTERNET CONNECTIVITY	1,892.93
						CHECK TOTAL:	2,054.30
00393333	03/13/18	Express Pipe & Supply	PLUMBING REPAIRS	0102477408	5662	PLUMBING REPAIRS	32.42
						CHECK TOTAL:	32.42
00393334	03/13/18	Finished Results	MISC OUTSIDE VENDOR	0105311075	5860	MISC OUTSIDE VENDOR	600.00
						CHECK TOTAL:	600.00
00393335	03/13/18	Halle Davidson	MATERIALS & SUPPLIES-INSTRUCT MATERIALS & SUPPLIES-INSTRUCT	0108015040	4310	MATERIALS & SUPPLIES-INS	200.00
				0108015040	4310	MATERIALS & SUPPLIES-INS	200.00
						CHECK TOTAL:	400.00
00393336	03/13/18	Irvine Ranch Water Dis	SEWER FEES SEWER FEES	0107477409	5555	SEWER FEES	138.76
				0107477409	5555	SEWER FEES	105.22
						CHECK TOTAL:	243.98
00393337	03/13/18	Laguna Beach Water Dis	12/27/17 - 2/26/18 12/27/17 - 2/26/17 12/27/17 - 2/26/18 12/27/17 - 2/26/18	0107477409	5530	WATER - UTILITIES	502.74
				0107477409	5530	WATER - UTILITIES	493.16
				0107477409	5530	WATER - UTILITIES	3,005.73
				0107477409	5530	WATER - UTILITIES	2,631.72
						CHECK TOTAL:	6,633.35
00393338	03/13/18	LIGHTSPEED TECHNOLOGIE	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	915.88
						CHECK TOTAL:	915.88
00393339	03/13/18	PT FOR KIDS	FEBRUARY 2018	0104632900	5886	PHYSICAL THERAPY	1,745.00
						CHECK TOTAL:	1,745.00
00393340	03/13/18	SimplexGrinnell	ALARM MONITORING	0108477409	5560	ALARM MONITORING	842.00
						CHECK TOTAL:	842.00

SELECT Check ID's and Numbers: 760 ; Check Dates: 031318

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393341	03/13/18	Southern Calif Gas Co.	FEBRUARY 2018	0105477409	5510	UTILITIES - HEAT	48.92
						CHECK TOTAL:	48.92
00393342	03/13/18	Southern California Ed	MARCH 2018	0107477409	5520	LIGHT & POWER	24.62
			MARCH 2018	0106477409	5520	LIGHT & POWER	6,177.59
			MARCH 2018	0102477409	5520	LIGHT & POWER	2,339.67
			MARCH 2018	0105477409	5520	LIGHT & POWER	8,439.62
			MARCH 2018	0108477409	5520	LIGHT & POWER	2,818.83
						CHECK TOTAL:	19,800.33
00393343	03/13/18	Verizon Wireless LA	FEBRUARY 2018	0113457175	5930	MOBILE COMMUNICATIONS	2,458.15
						CHECK TOTAL:	2,458.15
00393344	03/13/18	Waste Management of OC	MARCH 2018	0108477409	5540	TRASH - UTILITIES	366.46
			MARCH 2018	0106477409	5540	TRASH - UTILITIES	466.15
			MARCH 2018	0107477409	5540	TRASH - UTILITIES	436.85
			MARCH 2018	0105477409	5540	TRASH - UTILITIES	1,339.54
			MARCH 2018	0102477409	5540	TRASH - UTILITIES	227.98
						CHECK TOTAL:	2,836.98
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							44,290.79
GRAND TOTAL							44,290.79

SELECT Check ID's and Numbers: 760 ; Check Dates: 031418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393345	03/14/18	B & H Photo Video Inc.	COMPUTER SUPPLIES	0113457175	4320	COMPUTER SUPPLIES	277.61
						CHECK TOTAL:	277.61
00393346	03/14/18	Barber & Gonzales Cons	CONSULTANTS-OTHER	0101377130	5831	CONSULTANTS-OTHER	8,450.57
						CHECK TOTAL:	8,450.57
00393347	03/14/18	BERTRAND'S HORN IMPROV	MISC REPAIR	0102011190	5690	MISC REPAIR	138.45
			MISC REPAIR	0102011190	5690	MISC REPAIR	2,360.92
			MISC REPAIR	0102011190	5690	MISC REPAIR	104.78
			MISC REPAIR	0102011190	5690	MISC REPAIR	20.00
			MISC REPAIR	0102011190	5690	MISC REPAIR	87.40
			MISC REPAIR	0102011190	5690	MISC REPAIR	171.76
			MISC REPAIR	0102011190	5690	MISC REPAIR	207.10
			MISC REPAIR	0102011190	5690	MISC REPAIR	85.87
						CHECK TOTAL:	3,176.28
00393348	03/14/18	Ci-Fabrics	GENERAL SUPPLIES-NON INSTRUCT	0108477408	4340	GENERAL SUPPLIES-NON INS	136.73
						CHECK TOTAL:	136.73
00393349	03/14/18	Cintas Corporation Loc	GENERAL SUPPLIES-NON INSTRUCT	0106477408	4340	GENERAL SUPPLIES-NON INS	156.18
						CHECK TOTAL:	156.18
00393350	03/14/18	Ganahl Lumber	MAINTENANCE SUPPLIES	0106477408	4362	MAINTENANCE SUPPLIES	314.53
						CHECK TOTAL:	314.53
00393351	03/14/18	JW Pepper	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	305.38
						CHECK TOTAL:	305.38
00393352	03/14/18	Midas of Laguna Beach	VEHICLE REPAIR	0102477408	5640	VEHICLE REPAIR	900.70
						CHECK TOTAL:	900.70
00393353	03/14/18	Office Depot	PRINTERS <\$250 & INK/SUPPLIES	0102397406	4322	PRINTERS <\$250 & INK/SUP	252.54
			GENERAL SUPPLIES-NON INSTRUCT	0102397406	4340	GENERAL SUPPLIES-NON INS	6.45
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	19.44
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	53.21
			MATERIALS & SUPPLIES-INSTRUCT	0102013045	4310	MATERIALS & SUPPLIES-INS	10.72
						CHECK TOTAL:	342.36
00393354	03/14/18	PACWEST AIR FILTER	HVAC	0106477408	5660	HVAC	1,039.09
			HVAC	0102477408	5660	HVAC	70.66
			HVAC	0105477408	5660	HVAC	1,613.57
			HVAC	0107477408	5660	HVAC	504.99
			HVAC	0102477408	5660	HVAC	43.64
			HVAC	0108477408	5660	HVAC	1,050.12

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031418

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
CHECK TOTAL:							4,322.07
00393355	03/14/18	Saddleback Valley Unif	SUBAGREEMENTS FOR SERVICES	0104292800	5100	SUBAGREEMENTS FOR SERVIC	2,550.24
CHECK TOTAL:							2,550.24
00393356	03/14/18	Staples Advantage	MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	29.73
			MATERIALS & SUPPLIES-INSTRUCT	0106011008	4310	MATERIALS & SUPPLIES-INS	29.97
CHECK TOTAL:							59.70
00393357	03/14/18	TOTAL RECALL CAPTIONIN	FEBRUARY 2018	0104622510	5860	MISC OUTSIDE VENDOR	2,850.00
CHECK TOTAL:							2,850.00
TOTAL FOR STOCK 76 Laguna Beach's check stock ID							23,842.35
GRAND TOTAL							23,842.35

SELECT Check ID's and Numbers: 760 ; Check Dates: 031518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393358	03/15/18	Advanced Alarm Inc.	ALARM MONITORING	0108477408	5560	ALARM MONITORING	625.00
						CHECK TOTAL:	625.00
00393359	03/15/18	AT&T	FEBRUARY 2018	0102477409	5920	TELEPHONE SERVICE	30.28
			FEBRUARY 2018	0105477409	5920	TELEPHONE SERVICE	6.54
			FEBRUARY 2018	0106477409	5920	TELEPHONE SERVICE	36.89
						CHECK TOTAL:	73.71
00393360	03/15/18	BERTRAND'S HORN IMPROV	EQUIPMENT-NEW	0102011190	4410	EQUIPMENT-NEW	53.33
						CHECK TOTAL:	53.33
00393361	03/15/18	BrightView Landscape S	MARCH 2018	0105477409	5680	LANDSCAPE/IRRIGATION	5,591.60
			MARCH 2018	0106477409	5680	LANDSCAPE/IRRIGATION	3,081.00
			MARCH 2018	0107477409	5680	LANDSCAPE/IRRIGATION	4,210.70
			MARCH 2018	0108477409	5680	LANDSCAPE/IRRIGATION	3,594.50
			MARCH 2018	0102477409	5680	LANDSCAPE/IRRIGATION	616.20
						CHECK TOTAL:	17,094.00
00393362	03/15/18	CAPISTRANO CRANE SERVI	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	585.00
						CHECK TOTAL:	585.00
00393363	03/15/18	Crisp Imaging	CONTRACT SERVICES	0102477408	5610	CONTRACT SERVICES	6.72
						CHECK TOTAL:	6.72
00393364	03/15/18	Epic Sports Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	378.90
			MATERIALS & SUPPLIES-INSTRUCT	0105315310	4310	MATERIALS & SUPPLIES-INS	114.77
						CHECK TOTAL:	493.67
00393365	03/15/18	FaceFirst Inc.	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	668.05
						CHECK TOTAL:	668.05
00393366	03/15/18	First Student Inc.	CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	5,973.51
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	2,598.57
			CHARTER BUS-ATHLETIC/FIELD TRP	0105311075	5865	CHARTER BUS-ATHLETIC/FIE	3,468.75
						CHECK TOTAL:	12,040.83
00393367	03/15/18	Jolyn Clothing Company	MATERIALS & SUPPLIES-INSTRUCT	0105311075	4310	MATERIALS & SUPPLIES-INS	3,011.61
						CHECK TOTAL:	3,011.61
00393368	03/15/18	Konica Minolta	FEBRUARY 2018	0108091005	5650	SOFTWARE/COPIER MAINTENA	151.48
			FEBRUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	18.60
			FEBRUARY 2018	0107091005	5650	SOFTWARE/COPIER MAINTENA	90.93
			FEBRUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	26.16
			FEBRUARY 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	45.65

SELECT Check ID's and Numbers: 760 ; Check Dates: 031518

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FEBRUARY 2018	0107091005	5650	SOFTWARE/COPIER MAINTENA	111.52
			FEBRUARY 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	62.66
			FEBRUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	80.24
			FEBRUARY 2018	0105091012	5650	SOFTWARE/COPIER MAINTENA	730.19
			FEBRUARY 2018	0108091005	5650	SOFTWARE/COPIER MAINTENA	162.88
			FEBRUARY 2018	0106091008	5650	SOFTWARE/COPIER MAINTENA	219.90
			FEBRUARY 2018	0106091008	5650	SOFTWARE/COPIER MAINTENA	231.34
			FEBRUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	51.00
			FEBRUARY 2018	0102397400	5650	SOFTWARE/COPIER MAINTENA	79.06
						CHECK TOTAL:	2,061.61
00393369	03/15/18	Leather and Lumber Ath	MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	2,799.90
			MATERIALS & SUPPLIES-INSTRUCT	0105011075	4310	MATERIALS & SUPPLIES-INS	1,179.36
						CHECK TOTAL:	3,979.26
00393370	03/15/18	Maintex	CUSTODIAL CONSUMABLES (PAPER)	0106477409	4360	CUSTODIAL CONSUMABLES (PA	318.55
						CHECK TOTAL:	318.55
00393371	03/15/18	OC SLIC INC.	FEBRUARY 2018	0104632900	5889	OTHER THERAPY	570.00
						CHECK TOTAL:	570.00
00393372	03/15/18	SC Fuels	FEBRUARY 2018	0102477408	4375	FUEL FOR VEHICLES	280.37
						CHECK TOTAL:	280.37
00393373	03/15/18	SC Fuels	FEBRUARY 2018	0105477408	4375	FUEL FOR VEHICLES	96.58
						CHECK TOTAL:	96.58
00393374	03/15/18	Southern Calif Gas Co.	FEBRUARY 2018	0106477409	5510	UTILITIES - HEAT	380.87
			FEBRUARY 2018	0105477409	5510	UTILITIES - HEAT	265.81
			FEBRUARY 2018	0108477409	5510	UTILITIES - HEAT	160.20
			FEBRUARY 2018	0105477409	5510	UTILITIES - HEAT	212.48
			FEBRUARY 2018	0102477409	5510	UTILITIES - HEAT	26.20
			FEBRUARY 2018	0102477409	5510	UTILITIES - HEAT	23.34
			FEBRUARY 2018	0102477409	5510	UTILITIES - HEAT	23.34
						CHECK TOTAL:	1,092.24
00393375	03/15/18	Southern California Ed	MARCH 2018	0107477409	5520	LIGHT & POWER	3,120.69
						CHECK TOTAL:	3,120.69
00393376	03/15/18	THINKING MAPS INC.	CONSULTANTS-INSTRUCTIONAL	0102015380	5830	CONSULTANTS-INSTRUCTIONA	4,780.00
						CHECK TOTAL:	4,780.00
00393377	03/15/18	Ruhnau Clarke Architec	SOFT COSTS - OTHER (SPECIFY)	4205498650	6282	SOFT COSTS - OTHER (SPEC	99.77
						CHECK TOTAL:	99.77

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SELECT Check ID's and Numbers: 763 ; Check Dates: 031518

<u>Check #</u>	<u>Register</u>	<u>Payee Name</u>	<u>Description</u>	<u>Key</u>	<u>Object</u>	<u>Object Description</u>	<u>Check Amount</u>
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	51,050.99
			GRAND TOTAL				51,050.99

SELECT Check ID's and Numbers: 760 ; Check Dates: 031618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393378	03/16/18	Air-Ex Air Conditionin	HVAC	0105477408	5660	HVAC	510.00
			HVAC	0105477408	5660	HVAC	2,058.12
			HVAC	0105477408	5660	HVAC	-510.00
						CHECK TOTAL:	2,058.12
00393379	03/16/18	Bread Artisan Bakery L	FOOD	1302277426	4700	FOOD	115.84
			FOOD	1302277426	4700	FOOD	144.72
						CHECK TOTAL:	260.56
00393380	03/16/18	Gold Star Foods	FOOD	1302277426	4700	FOOD	636.56
			FOOD	1302277426	4700	FOOD	790.45
			FOOD	1302277426	4700	FOOD	63.83
			FOOD	1302277426	4700	FOOD	91.95
			FOOD	1302277426	4700	FOOD	34.94
			FOOD	1302277426	4700	FOOD	509.66
			FOOD	1302277426	4700	FOOD	181.04
			FOOD	1302277426	4700	FOOD	98.21
			FOOD	1302277426	4700	FOOD	25.31
			FOOD	1302277426	4700	FOOD	518.33
			FOOD	1302277426	4700	FOOD	623.22
			FOOD	1302277426	4700	FOOD	1,391.92
			FOOD	1302277426	4700	FOOD	88.49
			FOOD	1302277426	4700	FOOD	964.93
			FOOD	1302277426	4700	FOOD	279.66
			FOOD	1302277426	4700	FOOD	1,073.29
			FOOD	1302277426	4700	FOOD	101.99
			FOOD	1302277426	4700	FOOD	269.25
			FOOD	1302277426	4700	FOOD	25.51
			FOOD	1302277426	4700	FOOD	116.80
			FOOD	1302277426	4700	FOOD	12.71
			FOOD	1302277426	4700	FOOD	354.04
			FOOD	1302277426	4700	FOOD	138.97
			FOOD	1302277426	4700	FOOD	412.92
			FOOD	1302277426	4700	FOOD	835.12
			FOOD	1302277426	4700	FOOD	227.46
			FOOD	1302277426	4700	FOOD	189.61
			FOOD	1302277426	4700	FOOD	130.03
			FOOD	1302277426	4700	FOOD	12.71
			FOOD	1302277426	4700	FOOD	24.87
						CHECK TOTAL:	10,223.78
00393381	03/16/18	Void - Continued Stubb	Undefined.....	Undef.	Unde		CHECK TOTAL: 0.00*
00393382	03/16/18	Hollandia Dairy Inc	FOOD	1302277426	4700	FOOD	77.00



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SELECT Check ID's and Numbers: 760 ; Check Dates: 031618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	106.08
			FOOD	1302277426	4700	FOOD	107.81
			FOOD	1302277426	4700	FOOD	111.41
			FOOD	1302277426	4700	FOOD	133.26
			FOOD	1302277426	4700	FOOD	102.82
			FOOD	1302277426	4700	FOOD	-5.44
			FOOD	1302277426	4700	FOOD	127.37
			FOOD	1302277426	4700	FOOD	89.21
			FOOD	1302277426	4700	FOOD	176.93
			FOOD	1302277426	4700	FOOD	76.68
			FOOD	1302277426	4700	FOOD	94.91
			FOOD	1302277426	4700	FOOD	130.73
			FOOD	1302277426	4700	FOOD	84.61
			FOOD	1302277426	4700	FOOD	76.68
			FOOD	1302277426	4700	FOOD	154.73
			FOOD	1302277426	4700	FOOD	135.58
			FOOD	1302277426	4700	FOOD	108.00
			FOOD	1302277426	4700	FOOD	94.92
			FOOD	1302277426	4700	FOOD	96.04
			FOOD	1302277426	4700	FOOD	76.68
			FOOD	1302277426	4700	FOOD	83.04
			FOOD	1302277426	4700	FOOD	130.73
			FOOD	1302277426	4700	FOOD	127.91
			FOOD	1302277426	4700	FOOD	149.28
			FOOD	1302277426	4700	FOOD	114.65
			FOOD	1302277426	4700	FOOD	93.03
			FOOD	1302277426	4700	FOOD	131.05
			FOOD	1302277426	4700	FOOD	102.54
			FOOD	1302277426	4700	FOOD	120.80
			FOOD	1302277426	4700	FOOD	175.17
			FOOD	1302277426	4700	FOOD	144.97
			FOOD	1302277426	4700	FOOD	102.36
			FOOD	1302277426	4700	FOOD	153.38
			FOOD	1302277426	4700	FOOD	67.52
			FOOD	1302277426	4700	FOOD	69.62
			FOOD	1302277426	4700	FOOD	144.96
			FOOD	1302277426	4700	FOOD	89.44
						CHECK TOTAL:	4,156.46
00393383	03/16/18	Mandarin King	FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	220.00
			FOOD	1302277426	4700	FOOD	200.00
			FOOD	1302277426	4700	FOOD	240.00
						CHECK TOTAL:	880.00

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
00393384	03/16/18	P & R Paper Supply Co	GENERAL SUPPLIES-NON INSTRUCT	1302277426	4340	GENERAL SUPPLIES-NON INS	1,616.36
						CHECK TOTAL:	1,616.36
00393385	03/16/18	STIX HOLDINGS LLC	FOOD	1302277426	4700	FOOD	126.50
			FOOD	1302277426	4700	FOOD	165.00
			FOOD	1302277426	4700	FOOD	103.50
			FOOD	1302277426	4700	FOOD	165.00
			FOOD	1302277426	4700	FOOD	115.00
			FOOD	1302277426	4700	FOOD	165.00
			FOOD	1302277426	4700	FOOD	126.50
						CHECK TOTAL:	966.50
00393386	03/16/18	Void - Continued Stubb	Undefined.....	Undef.	Unde		
						CHECK TOTAL:	0.00*
00393387	03/16/18	SUNRISE PRODUCE	FOOD	1302277426	4700	FOOD	25.64
			FOOD	1302277426	4700	FOOD	17.62
			FOOD	1302277426	4700	FOOD	48.65
			FOOD	1302277426	4700	FOOD	62.24
			FOOD	1302277426	4700	FOOD	45.25
			FOOD	1302277426	4700	FOOD	0.97
			FOOD	1302277426	4700	FOOD	56.79
			FOOD	1302277426	4700	FOOD	10.80
			FOOD	1302277426	4700	FOOD	11.67
			FOOD	1302277426	4700	FOOD	107.60
			FOOD	1302277426	4700	FOOD	31.12
			FOOD	1302277426	4700	FOOD	63.33
			FOOD	1302277426	4700	FOOD	45.25
			FOOD	1302277426	4700	FOOD	-46.50
			FOOD	1302277426	4700	FOOD	-23.25
			FOOD	1302277426	4700	FOOD	-85.80
			FOOD	1302277426	4700	FOOD	-48.94
			FOOD	1302277426	4700	FOOD	-44.95
			FOOD	1302277426	4700	FOOD	-162.65
			FOOD	1302277426	4700	FOOD	-247.38
			FOOD	1302277426	4700	FOOD	-95.80
			FOOD	1302277426	4700	FOOD	30.62
			FOOD	1302277426	4700	FOOD	71.30
			FOOD	1302277426	4700	FOOD	18.52
			FOOD	1302277426	4700	FOOD	50.28
			FOOD	1302277426	4700	FOOD	11.97
			FOOD	1302277426	4700	FOOD	50.85
			FOOD	1302277426	4700	FOOD	54.67
			FOOD	1302277426	4700	FOOD	19.39

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SELECT Check ID's and Numbers: 768 ; Check Dates: 031618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	16.00
			FOOD	1302277426	4700	FOOD	45.25
			FOOD	1302277426	4700	FOOD	46.59
			FOOD	1302277426	4700	FOOD	15.45
			FOOD	1302277426	4700	FOOD	48.65
			FOOD	1302277426	4700	FOOD	50.24
			FOOD	1302277426	4700	FOOD	19.65
						CHECK TOTAL:	321.09
00393388	03/16/18	Sysco Food Service of	FOOD	1302277426	4700	FOOD	-41.75
			FOOD	1302277426	4700	FOOD	-22.92
			FOOD	1302277426	4700	FOOD	-19.27
			FOOD	1302277426	4700	FOOD	-17.35
			FOOD	1302277426	4700	FOOD	-17.35
			FOOD	1302277426	4700	FOOD	-17.35
			FOOD	1302277426	4700	FOOD	-23.86
			FOOD	1302277426	4700	FOOD	385.16
			FOOD	1302277426	4700	FOOD	56.43
			FOOD	1302277426	4700	FOOD	222.12
			FOOD	1302277426	4700	FOOD	783.50
			FOOD	1302277426	4700	FOOD	618.94
			FOOD	1302277426	4700	FOOD	1,141.36
			FOOD	1302277426	4700	FOOD	127.26
			FOOD	1302277426	4700	FOOD	195.32
			FOOD	1302277426	4700	FOOD	218.84
			FOOD	1302277426	4700	FOOD	1,045.70
			FOOD	1302277426	4700	FOOD	179.60
			FOOD	1302277426	4700	FOOD	604.12
			FOOD	1302277426	4700	FOOD	421.70
			FOOD	1302277426	4700	FOOD	130.66
			FOOD	1302277426	4700	FOOD	545.67
			FOOD	1302277426	4700	FOOD	21.75
			FOOD	1302277426	4700	FOOD	42.39
			FOOD	1302277426	4700	FOOD	91.68
			FOOD	1302277426	4700	FOOD	38.20
			FOOD	1302277426	4700	FOOD	30.56
						CHECK TOTAL:	6,741.11
00393389	03/16/18	US Foodservice Inc.	FOOD	1302277426	4700	FOOD	134.13
			FOOD	1302277426	4700	FOOD	665.92
			FOOD	1302277426	4700	FOOD	304.91
			FOOD	1302277426	4700	FOOD	34.64
			FOOD	1302277426	4700	FOOD	155.79
			FOOD	1302277426	4700	FOOD	833.08

SELECT Check ID's and Numbers: 76@ ; Check Dates: 031618

Check #	Register	Payee Name	Description	Key	Object	Object Description	Check Amount
			FOOD	1302277426	4700	FOOD	554.06
			FOOD	1302277426	4700	FOOD	279.07
			FOOD	1302277426	4700	FOOD	68.56
			FOOD	1302277426	4700	FOOD	283.74
			FOOD	1302277426	4700	FOOD	44.90
			FOOD	1302277426	4700	FOOD	347.15
			FOOD	1302277426	4700	FOOD	131.99
			FOOD	1302277426	4700	FOOD	37.51
			FOOD	1302277426	4700	FOOD	115.57
			FOOD	1302277426	4700	FOOD	577.45
			FOOD	1302277426	4700	FOOD	461.21
			FOOD	1302277426	4700	FOOD	490.66
			FOOD	1302277426	4700	FOOD	53.28
			FOOD	1302277426	4700	FOOD	403.08
						CHECK TOTAL:	5,976.70
00393390	03/16/18	Z PIZZA INC	FOOD	1302277426	4700	FOOD	184.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	243.00
			FOOD	1302277426	4700	FOOD	110.00
			FOOD	1302277426	4700	FOOD	183.00
			FOOD	1302277426	4700	FOOD	110.00
			FOOD	1302277426	4700	FOOD	286.00
			FOOD	1302277426	4700	FOOD	168.00
			FOOD	1302277426	4700	FOOD	90.00
			FOOD	1302277426	4700	FOOD	156.00
			FOOD	1302277426	4700	FOOD	171.00
			FOOD	1302277426	4700	FOOD	225.00
			FOOD	1302277426	4700	FOOD	100.00
			FOOD	1302277426	4700	FOOD	192.00
			FOOD	1302277426	4700	FOOD	286.00
			FOOD	1302277426	4700	FOOD	168.00
						CHECK TOTAL:	2,840.00
						TOTAL FOR STOCK 76 Laguna Beach's check stock ID	36,040.68
			GRAND TOTAL				36,040.68

**Laguna Beach Unified School District**

**12.j. CONSENT/ACTION**

**March 27, 2018**

**Approval: Increase the Existing Agreement with Best Best & Krieger for Legal Counsel Related to Special Education Issues with a Not-to-Exceed Amount of \$40,000 for the 2017-2018 School Year**

**Proposal**

Staff proposes the Board of Education authorize an increase to the existing agreement with Best Best & Krieger for legal services and advice related to special education issues with a not-to-exceed amount of \$40,000.

**Background**

Rutan and Tucker's standard hourly rate for legal counsel related to special education issues is \$260 per hour.

**Budget Impact**

The not-to-exceed amount of \$40,000 will come from general funds, special education budget.

**Recommended Action**

Staff recommends the Board of Education approve an increase to the agreement with Best Best & Krieger for legal services and advice related to special education issues for the 2017-2018 school year, with a not-to-exceed amount of \$40,000.

### INDEPENDENT ATTORNEY AGREEMENT

This AGREEMENT is hereby entered into between the Laguna Beach Unified School District, hereinafter referred to as "DISTRICT," and Best Best & Krieger LLP; Address: 18101 Von Karman Ave., Suite 1000, Irvine, CA 92612; Phone: (949) 263-2600; hereinafter referred to as "ATTORNEY."

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT is in need of such special services and advice; and

WHEREAS, ATTORNEY is specially trained and experienced and competent to perform the special services required by the DISTRICT, and such services are needed on a limited basis;

NOW, THEREFORE, the parties agree as follows:

1. **Scope of Work:** ATTORNEY, under the direction of its designated partner, Epiphany Owen, will provide special legal services and advice to the District related to special education. ATTORNEY reserves the right to withdraw its representation as provided herein at any time deemed necessary or advisable by ATTORNEY. Retainer of the ATTORNEY as set forth herein shall not prevent the ATTORNEY from acting as attorneys in the future for clients having disputes, legal or otherwise, with the District which are not in any way connected with or do not involve the subject matter of this Agreement even though the same may result in litigation. It is understood that retainer of the ATTORNEY by District for the specialized services provided herein does not extend to matters of general representation for the District, and that the existing retainer agreement between the parties, as amended, shall continue in full force and effect except for the special services provided by this Agreement.

2. **Term.** ATTORNEY shall commence providing services under this AGREEMENT on March 1, 2018 and will diligently perform as required through June 30, 2018.

3. **Compensation.** Services of the Firm pursuant to this Agreement shall be provided to District at the rate of Two Hundred Sixty Dollars (\$260.00) per hour. Paralegal rate at \$150.00 per hour. The scope of this Agreement shall not exceed \$40,000 without prior authorization from the DISTRICT. District shall pay ATTORNEY according to the following terms and conditions: Upon monthly receipt of invoices indicating hours completed.

4. **Expenses.** DISTRICT shall be liable to ATTORNEY for all costs and expenses incurred in the course of rendering such services.

5. Independent Contractor. ATTORNEY, in the performance of this AGREEMENT, shall be and act as an independent contractor. ATTORNEY understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents 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. ATTORNEY assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this AGREEMENT. ATTORNEY 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 ATTORNEY's employees.

6. Termination. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ATTORNEY only for services satisfactorily rendered to the date of termination (payment for hours worked). Written notice by DISTRICT shall be sufficient to stop further performance of services by ATTORNEY. Notice shall be deemed given when received by the ATTORNEY or no later than three days after the day of mailing, whichever is sooner. ATTORNEY reserves the right to withdraw its representation of District at any time ATTORNEY deems necessary or advisable.

7. Insurance. ATTORNEY agrees to carry malpractice and/or professional liability insurance in an amount satisfactory to the DISTRICT of \$1,000,000.

8. Entire Agreement/Amendment. This AGREEMENT and any exhibits attached hereto constitute the entire agreement among the parties to it and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the AGREEMENT.

9. Affirmative Action Employment/Non Discrimination. ATTORNEY agrees that it will not engage in unlawful discrimination in employment of persons because of sexual orientation, race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, or gender of such persons.

10. Non Waiver. The failure of DISTRICT or ATTORNEY to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11. Notice. All notices or demands to be given under this AGREEMENT by either party to the other, shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered

given when received if personally served or if mailed on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

At the date of this AGREEMENT, the addresses of the parties are as follows:

**LAGUNA BEACH UNIFIED  
SCHOOL DISTRICT  
550 Blumont  
Laguna Beach, CA 92651**

**ATTORNEY  
Best Best & Krieger LLP  
18101 Von Karman Ave. Suite 1000  
Irvine, CA 92612**

12. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Orange County, California.

THIS AGREEMENT IS ENTERED INTO THIS 27<sup>th</sup> DAY OF March, 2018.

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT    ATTORNEY**

By: \_\_\_\_\_  
Signature

Jason Vilorio, Ed.D.  
Typed Name

Superintendent of Schools  
Title

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Cathy Holmes

Attorney at Law, Best Best & Krieger LLP  
Title

95-2157337  
Social Security or  
Taxpayer Identification Number

**\*\*BEST BEST & KRIEGER LLP ATTORNEY AGREEMENT – Special Education – 17/18 SCHOOL YEAR.\*\***



**Laguna Beach Unified School District**

**13. INFORMATION**

**March 27, 2018**

**Nutrition Program Update**

**Proposal**

Nutrition services staff will present an update on the 2017- 2018 Nutrition program.

**Background**

This informational presentation is intended to update the Board on the outcome of the online Nutrition Services Survey and other significant changes to the nutrition program for this school year.

**Budget Impact**

There is no budget impact.

**Recommended Actions**

Staff recommends the Board of Education receive the report on the Nutrition program update.

## Laguna Beach Unified School District

### 14. ACTION

March 27, 2018

**Approval: Acceptance of the 10-Year Facilities Master Plan Update; a Dynamic Living Document that is Updated on an Annual Basis and Serves as a Planning Tool to Reflect Current Progress and Alterations from Changing Conditions and District Needs**

#### **Proposal**

Staff proposes the Board of Education accept the 10-year Facilities Master Plan (FMP) Update for 2018. It is a dynamic living document that is updated on an annual basis and serves as a planning tool to reflect current progress and alterations from changing conditions and District needs.

#### **Background**

The Board approved a Ten Year Facilities Master Plan on January 27, 2015. The plan consists of large repair/maintenance projects, including roofing and mechanical replacements, as well as proposed capital projects such as classroom additions. Staff presented updates and proposed revisions to the current 2017 Facilities Master Plan at the February 13, 2018 Board meeting. The following significant updates and revisions to the plan were identified and discussed:

- Enrollment projections have been updated to reflect the 2017 actual enrollment figures as of October. The projections from last year were very close to the actual enrollment we had at the beginning of the 2017 school year, and accounts for the larger cohort anomaly in 7<sup>th</sup> grade.
- Roofing and HVAC replacement projects were identified as a high priority and were defined and budgeted in the plan update.
- CIP funding for projects at Laguna Beach High School and Thurston Middle School were reviewed. The adjustments reflect current needs and funding availability.
- Funding information by source and planned use was reviewed for the current and future years.

#### **Budget Impact**

Approval of the plan as presented will be funded through the annual contributions to the Capital Improvement Fund (4042), and the Facilities Repair & Replacement Fund (4040).

#### **Recommended Action**

Staff recommends the Board of Education accept the 10-year Facilities Master Plan Update to be used as a planning tool and updated at least annually, to reflect current progress and alterations from changing conditions and District needs.

# LAGUNA BEACH UNIFIED SCHOOL DISTRICT



**EL MORRO**  
ELEMENTARY SCHOOL



**TOP OF THE WORLD**  
ELEMENTARY SCHOOL



**THURSTON**  
MIDDLE SCHOOL



**LAGUNA BEACH**  
HIGH SCHOOL

2018

Facilities Master Plan Update

# LAGUNA BEACH UNIFIED SCHOOL DISTRICT

## FACILITIES MASTER PLAN UPDATE

### INTRODUCTION

The Laguna Beach Unified School District currently owns and maintains roughly 312,400 square feet of building space, which is comprised of four schools, district offices, and a warehouse facility. In January of 2015, facilities staff developed a 10-year facilities plan that identified maintenance projects, capital improvement projects, as well as major repair and replacement projects. The scope and timing of the projects was based on 3 primary sources of feedback:

- Facility Condition Assessment (2014)
- Online Community Survey
- Principal Feedback (Ongoing)

This report is intended to serve as an update to the 2017 Facilities Master Plan, which will reflect the projects completed to date, as well as identify potential new projects and modifications based on the continuous feedback obtained over the past year. The matrix below shows what projects were planned for completion by summer of 2017 and whether or not they were actually done.

Site Name	Planned Project	Completed (Yes or No)	Project Notes
El Morro	Repair roof gutters and replace roofing at covered walkways	Yes	Completed summer of 2017
	Improve drainage and plumbing	Yes	Sewer lift station pump replacement
	Slurry and seal blacktop play area	Yes	Completed summer of 2017
	Re-key all locks and doors throughout site	No	Project in planning

**LAGUNA BEACH UNIFIED SCHOOL DISTRICT**

Site Name	Planned Project	Completed (Yes or No)	Project Notes
Top of the World	Repair/replace interior floors, doors, walls, and ceilings	Yes	4 CLE 4th grade classrooms
	Re-key all locks and doors throughout site	No	Project in planning

Site Name	Planned Project	Completed (Yes or No)	Project Notes
Thurston	Replace roofing on 7105, 1101, and 1102 buildings	Yes	Completed summer of 2017
	Re-key all locks and doors throughout site	No	Project in planning

Site Name	Planned Project	Completed (Yes or No)	Project Notes
Laguna Beach High School	Replace flooring in 20's and 30's classrooms	Yes	Completed summer 2017
	Resurface Tennis Courts	Yes	Completed in December 2017
	Repair/replace interior walls	Yes	4 CLE projects in 30's, 50's, and 80's
	Repair/replace interior cabinets & ceilings	No	Deferred
	Re-key all locks and doors throughout site	No	Project in planning
	Exterior wall repairs and painting	Yes	Completed summer 2017
	Plumbing repairs throughout site	Yes	Performed by in-house plumbing technician through routine maintenance

Site Name	Planned Project	Completed (Yes or No)	Project Notes
District Offices	N/A		No specific projects identified. Exterior building repairs, HVAC system replacements, door maintenance, landscape upgrades, and roof gutter repairs were completed in 2017

Projects that were delayed in prior years are still in process and this master plan update will reflect their newly anticipated completion dates. Such projects include the field renovations at Top of the World Elementary School and Thurston Middle School. Additional changes and additions in proposed projects will also be reflected in this master plan update.

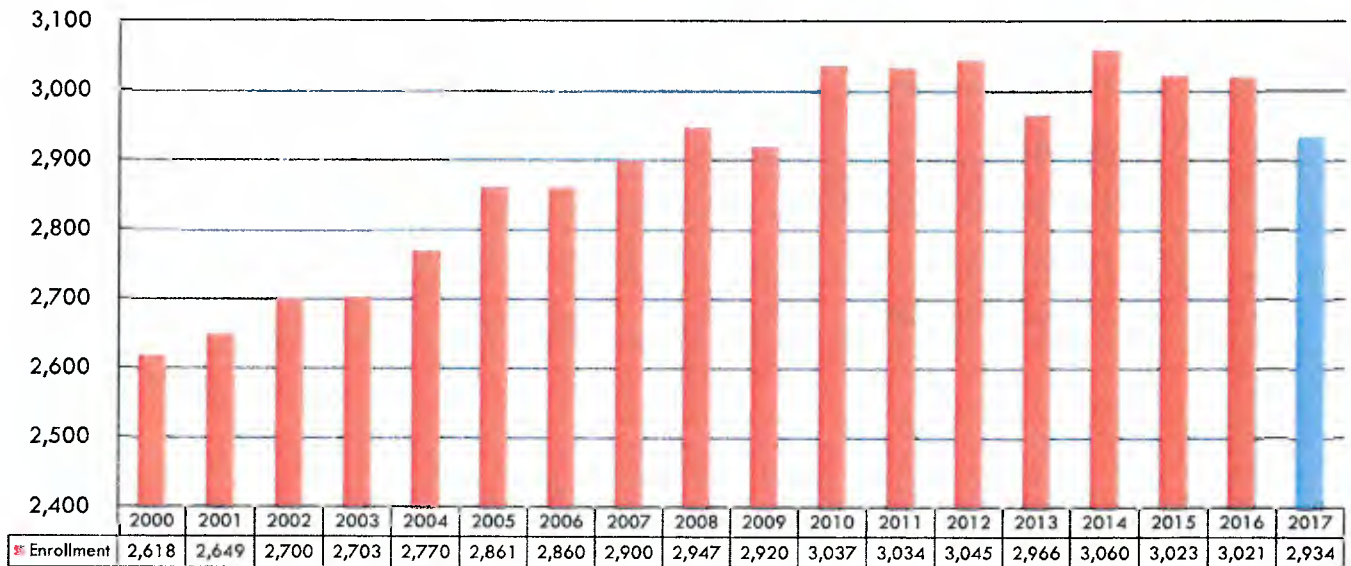
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## DEMOGRAPHIC DATA

Looking back at historical enrollment, going as far back as the late 1960's, the district has experienced a steady rise and fall in terms of total enrollment. In the late 1960's through the early 80's the district had similar total enrollments as today (around 3,000 students). But from 1982 through 1992 the enrollment fell steadily to roughly 2,000 students. From 1992 through 2010 the enrollment grew a stable pace to about 3,050. The enrollment has remained stable and has slightly declined to roughly 2,900 total students.

### Enrollment



Projecting enrollment requires a complex mix of historical data, analysis and projection of existing trends, as well as making specific assumptions about the future. In general, the further out the projections go (in terms of years), the less reliable they tend to be. Therefore, it is recommended that projections be updated annually to better assess ongoing demographic changes. For a district like Laguna Beach USD, where all existing schools are landlocked, it will be of particular importance to maintain enrollment projections so that capacity needs can be addressed before it becomes an issue.

A school's capacity is derived from multiple differentiating factors and is as much effected by the number and type of programs being offered as it is by the total number of students in attendance. An example of an irregular capacity calculation is a Special Day Class (SDC) that will be housed in a regular classroom (in terms of size) but will only have approximately 10 students enrolled.



## ENROLLMENT PROJECTIONS

Two different types of enrollment projections are generally used for school districts, a conservative projection and a moderate (or aggressive) projection. For facilities planning it is more common and a best practice to rely more on the moderate projection to insure planning occurs based on the maximum number of students projected to attend each school in any given year. The conservative projection is usually applied for budgetary and staffing purposes for districts so that they do not over project revenue or hire too many employees.

Below is the current moderate projection, by school and grade levels, for Laguna Beach Unified School District. The current year is highlighted in blue and the first year of the projection is yellow:

### El Morro Elementary

Grade	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
TK	22	27	26	17	16	16	17	17	17	17	17	17	17	17
K	66	59	55	52	55	56	57	57	58	58	58	58	59	59
1	70	80	76	67	67	71	72	74	74	75	75	75	76	72
2	89	75	74	73	70	69	72	74	74	77	77	76	76	77
3	97	84	88	80	79	75	74	78	79	82	84	84	83	82
4	106	100	91	81	81	80	76	75	81	81	83	86	86	85
5	106	114	103	89	84	85	83	80	80	84	84	89	92	93
Subtotals	556	539	513	459	452	452	451	455	463	474	478	485	489	485
Percent Change	0.0%	-3.1%	-4.8%	-10.5%	-1.5%	0.0%	-0.2%	0.9%	1.8%	2.4%	0.8%	1.5%	0.8%	-0.8%
SDC	23	22	19	13	13	13	13	13	13	13	14	14	14	14
Totals	579	561	532	472	465	465	464	468	476	487	492	499	503	499
Capacity	678	678	678	678	678	678	678	678	678	678	678	678	678	678
Open Seats	99	117	146	206	213	213	214	210	202	191	186	179	175	179

### Top of the World Elementary

Grade	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
K	82	67	71	72	73	74	75	75	75	75	76	76	76	77
1	97	92	84	86	90	90	91	92	92	92	93	93	93	94
2	104	103	110	90	92	96	96	96	97	98	95	100	100	101
3	126	110	104	115	96	98	102	102	102	102	105	99	107	108
4	133	125	118	112	124	102	105	109	108	105	105	108	102	111
5	123	139	121	112	111	122	101	104	109	107	104	105	107	101
Subtotals	665	636	608	587	586	582	570	578	583	579	578	581	585	592
Percent Change	0.0%	-4.4%	-4.4%	-3.5%	-0.2%	-0.7%	-2.1%	1.4%	0.9%	-0.7%	-0.2%	0.5%	0.7%	1.2%
SDC	0	0	0	8	8	8	8	8	8	8	8	8	8	8
Totals	665	636	608	587	586	582	570	578	583	579	578	581	585	592
Capacity	672	672	672	672	672	672	672	672	672	672	672	672	672	672
Open Seats	7	36	64	85	86	90	102	94	89	93	94	91	87	80



# LAGUNA BEACH UNIFIED SCHOOL DISTRICT

## Thurston Middle School

Grade	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
6	216	231	277	240	225	210	221	199	199	202	205	201	208	212
7	256	224	248	283	253	242	222	233	209	210	212	218	214	221
8	296	263	235	252	293	262	252	230	241	213	214	217	223	218
Subtotals	768	718	760	775	771	714	695	662	649	625	631	636	645	651
Percent Change	0.0%	-6.5%	5.8%	2.0%	-0.5%	-7.4%	-2.7%	-4.7%	-2.0%	-3.7%	1.0%	0.8%	1.4%	0.9%
SDC	9	4	6	6	6	5	5	5	5	5	5	5	5	5
Totals	777	722	766	781	777	719	700	667	654	630	636	641	650	656
Capacity	826	826	826	826	826	826	826	826	826	826	826	826	826	826
Open Seats	49	104	60	45	49	107	126	159	172	196	190	185	176	170

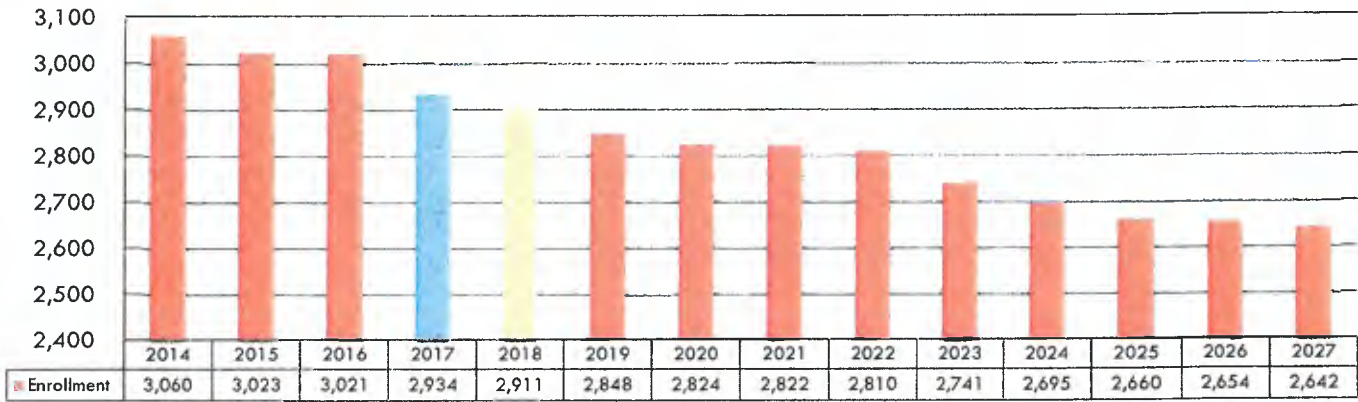
## Laguna Beach High School

Grade	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
9	279	307	277	242	263	305	275	263	243	252	225	223	226	232
10	258	280	316	269	243	265	307	276	265	245	253	224	222	224
11	275	244	276	305	264	239	260	302	274	262	239	247	217	215
12	222	266	243	265	300	260	235	255	302	273	260	233	239	212
Subtotals	1034	1097	1112	1081	1070	1069	1077	1096	1084	1032	977	927	904	883
Percent Change	0.0%	6.1%	1.4%	-2.8%	-1.0%	-0.1%	0.7%	1.8%	-1.1%	-4.8%	-5.3%	-5.1%	-2.5%	-2.3%
SDC	5	7	3	5	5	5	5	5	5	5	4	4	4	4
Totals	1039	1104	1115	1086	1075	1074	1082	1101	1089	1037	981	931	908	887
Capacity	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155	1155
Open Seats	116	51	40	69	80	81	73	54	66	118	174	224	247	268

## Totals

Grade	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027
TK	22	27	26	17	16	16	17	17	17	17	17	17	17	17
K	148	126	126	124	128	130	132	132	133	133	134	134	135	136
1	167	172	160	153	157	161	163	166	166	167	168	168	169	166
2	193	178	184	163	162	165	168	170	171	175	172	176	176	178
3	223	194	192	195	175	173	176	180	181	184	189	183	190	190
4	239	225	209	193	205	182	181	184	189	186	188	194	188	196
5	229	253	224	201	195	207	184	184	189	191	188	194	199	194
6	216	231	277	240	225	210	221	199	199	202	205	201	208	212
7	256	224	248	283	253	242	222	233	209	210	212	218	214	221
8	296	263	235	252	293	262	252	230	241	213	214	217	223	218
9	279	307	277	242	263	305	275	263	243	252	225	223	226	232
10	258	280	316	269	243	265	307	276	265	245	253	224	222	224
11	275	244	276	305	264	239	260	302	274	262	239	247	217	215
12	222	266	243	265	300	260	235	255	302	273	260	233	239	212
Subtotals	3023	2990	2993	2902	2879	2817	2793	2791	2779	2710	2664	2629	2623	2611
Percent Change	0.0%	-1.1%	0.1%	-3.0%	-0.8%	-2.2%	-0.9%	-0.1%	-0.4%	-2.5%	-1.7%	-1.3%	-0.2%	-0.5%
SDC	37	33	28	32	32	31	31	31	31	31	31	31	31	31
Totals	3060	3023	3021	2934	2911	2848	2824	2822	2810	2741	2695	2660	2654	2642
Capacity	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331	3331
Open Seats	271	308	310	397	420	483	507	509	521	590	636	671	677	689

# ENROLLMENT PROJECTIONS CHART



## SITE FEEDBACK

### Proposed Project Changes and Additions

The 2018 master plan update includes several changes in projects that were approved in the 2017 update. The changes include delaying, combining, adding, and reducing potential scope of some projects that are planned over the next 10 years.

- Delaying Projects – Projects are delayed as a result of facility inspections that show the expected life, or need for repair/replacement, are beyond what was initially forecasted.
- Combining Projects – Projects are combined when they are of similar scope and/or proximity and will result in cost savings or time savings to mitigate the impact on each site.
- Adding Projects – Projects are added to the master plan list primarily based on site feedback.
- Reducing Scope of Projects – Projects are reduced in scope as a result of facility inspections that show less of a need for improvement than was anticipated, or the ability to complete all or most of the work using in house staff is possible.

## FACILITIES PLAN UPDATE

Significant proposed changes to the 2018 facilities master plan are identified below. Roofing replacements are moved up in the schedule to prioritize the improvement and to allow for the allocation to the Facilities Replacement Fund to be reduced starting in fiscal year 2020/21 to cover projected increases in other general fund categories. Moving forward, upgrades and replacements to interior finishes will be performed with the 4 CLE classroom modernization projects and will be funded with the routine maintenance account. District-wide re-keying is planned to start summer of 2018 at El Morro Elementary School followed by installations at the other school sites during the summer of 2019. HVAC system replacements will be proactively replaced budget permitting and replaced on an as needed basis as required to provide for adequate climate control within the building environments.

### EL MORRO ELEMENTARY SCHOOL

#### Summer 2018

- Delay playground rubber resurfacing one year until summer of 2019. The system does not require replacement at this time.
- Reduce play field renovation budget and defer project until summer of 2020. Main controller replacement and minor irrigation modifications are only needed at this time.
- Delay interior finishes replacements and replace through the 4 CLE Projects or on an as needed basis with routine maintenance funds.
- Change re-key of all locks to be completed summer of 2018.
- Add painting of exterior building trim.
- Add HVAC replacement scope in classrooms 42-49 to the scope of work for summer 2018.

#### Summer 2019

- Change roof systems replacement program to occur over three phases, with the first phase starting in summer of 2019 and the last phase finishing summer of 2021. Budget provides for replacement of pitched roofs to be replaced with an aluminum standing seam roof system.
- Add parking lot asphalt repairs, slurry and striping.

#### Summer 2020

- Add low voltage electrical systems replacement to be used for Public Address system upgrades.

### TOP OF THE WORLD ELEMENTARY SCHOOL

#### Summer 2018

- Perform HVAC system replacement in a multi-year phasing plan in lieu of a single upgrade project, starting with the replacement of HVAC systems at the 3000 building in the summer of 2018.
- Change flooring replacement from summer of 2019 to summer of 2018 to provide for flooring replacement in the kindergarten classrooms.

Summer 2019

- Change re-key of all locks to be completed summer of 2019.

**THURSTON MIDDLE SCHOOL**

Summer 2018

- Change roof systems replacement program to occur over three phases, with the first phase starting in summer of 2018 and the last phase finishing summer of 2020.
- Add painting of exterior building trim.
- Add Cafeteria building sewer line replacement due to unforeseen replacement need.

Summer 2019

- Change re-key of all locks to be completed summer of 2019.
- Perform HVAC system replacement in a multi-year phasing plan in lieu of a single upgrade project, starting with the replacement of HVAC systems in the summer of 2019.
- Change phase-1 of Classroom/Field Modernization project to start in 2019/20 and reduce phase-1 budget to \$1,500,000.

Summer 2020

- Change phase-2 of Classroom/Field Modernization project to start in 2020/21 and adjust phase-2 budget to \$2,000,000.

Summer 2022

- Add the replacement of the synthetic turf at the quad area.

**LAGUNA BEACH HIGH SCHOOL**

Summer 2018

- Change roof systems replacement program to occur over three phases, with the first phase starting in summer of 2018 and the last phase finishing summer of 2020.
- Change HVAC and Controls Upgrade project to complete summer of 2018. Project scope includes Theater HVAC replacement and the addition of air conditioning to the Dugger Gym.
- Defer replacement of Specialty Systems. PA was replaced in 2017 and Fire Alarm is planned to be replaced in 2019. Other system life cycles to be monitored and specifically identified for replacement in a future plan update.
- Add Main Quad Modernization to the summer 2018 scope and budget.
- Change Theater ADA Upgrade project to be completed during summer of 2018.

Summer 2019

- Change re-key of all locks to be completed summer of 2019.

Summer 2020

- Add resurfacing of the tennis courts to the scope of work and budget to maintain a three-year maintenance cycle for the surfacing at the facility. Update plan to provide for future surface maintenance to be performed on a three-year interval.

Summer 2021

- Add Main Office Renovation project to the summer 2021 scope and budget.

Summer 2024

- Add concrete deck edge replacement at the pool facility to be completed during the summer of 2024. Routine concrete maintenance is extending the deck edge life but a full replacement is required.

**DISTRICT OFFICE**

Summer 2018

- Add HVAC system replacement for the Data Center to the scope of work for 2018/19. The system is failing and requires replacement with an increased sized system that provides for redundancy cooling.
- Add painting of building exterior to the summer of 2018 plan.

Summer 2019

- Change re-key of all locks to be completed summer of 2019.
- Add sewer lateral replacement. Tree roots have damaged the existing line and regular maintenance is extending service life but replacement is required.
- Add replacement of interior finishes.

Summer 2021

- Change roofing replacements at admin and business buildings to be completed during the summer of 2021.



## FACILITIES PLAN UPDATE

### **Definitions and Explanation of Chart**

The projects are identified in the year planning begins (in some cases construction may occur in the subsequent school year).

Project:	General scope of work included in the proposed construction activity.
Planning:	Timeframe in which the project scope is developed. Includes some or all of the following: scope development, design professional(s) procurement, inspector and/or testing lab procurement, job walks, and Board approval of contracts/bids.
Construction:	Anticipated completion time for proposed project.
Actual Completion:	Time in which construction was actually complete.
Estimated Cost:	Cost estimate for scope of work contained within project. The majority of the cost estimates are from the 2014 FCA, but may also reflect staff updates and/or consultants (i.e. adding 30% to cover potential soft costs related complex projects). The estimates are considered a "rough order of magnitude" (ROM) and actual costs may range +/- 50%. Once a project is approved facilities will work diligently to maximize dollars spent and limit total cost.
Actual Cost:	The total cost to complete each project once completed.
Funding Sources:	The anticipated funding source to be used for each project.

The timeframe used in the facilities plan reflect the "school year" in which the activities are planned to occur in. The timing is also consistent with "fiscal year" (July 1 through June 30).

Some maintenance activities are performed by in-house maintenance staff. Examples of the type of work performed by in-house maintenance staff are interior and exterior wall repairs, plumbing repairs, miscellaneous painting, etc. The costs for these items are funded through routine maintenance and are ongoing at each facility to keep the facilities in good repair.

# El Morro Elementary School

Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
2014 /15 School Year											
Replace damaged restroom partitions	Winter 2014	Winter 2014	Winter 2015	\$1,490	\$1,490	X					
Flooring replacements in B building	Winter 2014	Winter 2014	Winter 2014	\$33,945	\$33,945	X					
Repair kitchen plumbing drainage	Winter 2014	Winter 2014	Winter 2014	\$5,000	\$2,775	X					
TOTALS				\$40,435	\$38,210						
2015 /16 School Year											
Flooring replacements in A, B, C and E buildings	Spring 2015	Summer 2015	Summer 2015	\$100,000	\$76,109	X					
Add air conditioning to A, B, C, and E buildings	Spring 2015	Summer 2015	Summer 2015	\$500,000	\$196,978			X			
TOTALS				\$600,000	\$273,087						
2016 /17 School Year											
Add shade structures at blacktop and behind 2-story building	Spring 2015	Summer 2016	Summer 2016	\$300,000	\$71,379			X			
Flooring replacements in E and H buildings	Spring 2016	Summer 2016	Summer 2016	\$100,000	\$12,967	X					
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2015	Spring 2017	\$416,000	\$725,024		X			X	
Repair exterior finishes and paint exterior	Spring 2015	Summer 2016	Summer 2016	\$60,000	N/A	X					
TOTALS				\$876,000	\$809,370						
2017 /18 School Year											
Replace roof systems at covered walkways and rain gutters throughout	Fall 2016	Summer 2017	Summer 2017	\$455,000	\$186,345		X				
Improve drainage and plumbing throughout site	Fall 2016	Summer 2017	Summer 2017	\$100,000	\$32,000	X					
Slurry seal and stripe asphalt play area and fire lane	Spring 2017	Summer 2017	Summer 2017	\$45,000	\$25,200	X					
TOTALS				\$600,000	\$243,545						
2018/19 School Year											
Renovate existing playfield and improve irrigation	Spring 2018	Summer 2018		\$15,000		X					
Re-key all locks and doors throughout site	Spring 2018	Summer 2018		\$60,000		X					
Upgrade HVAC and controls rooms 42-49	Spring 2018	Summer 2018		\$120,000		X					
Paint building exterior trim	Spring 2018	Summer 2018		\$45,000		X					
TOTALS				\$240,000							
2019/20 School Year											
Roof system replacement	Spring 2019	Summer 2019		\$368,000			X				
Asphalt seal and stripe parking lot	Spring 2019	Summer 2019		\$20,000		X					
Service, repair, replace rubberized play surface	Spring 2019	Summer 2019		\$105,000		X					
Upgrade/replace fire alarm system	Spring 2019	Summer 2019		\$60,000		X					



Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Upgrade HVAC and controls	Spring 2019	Summer 2019		\$90,000		X					
TOTALS				\$643,000							
2020/21 School Year											
Roof system replacement	Spring 2020	Summer 2020		\$365,700			X				
Renovate existing playfield and improve irrigation	Spring 2020	Summer 2020		\$30,000		X					
Low voltage electrical system replacement	Spring 2020	Summer 2020		\$30,000		X					
TOTALS				\$425,700							
2021/22 School Year											
Roof system replacement	Spring 2021	Summer 2021		\$246,100			X				
TOTALS				\$246,100							
2022/23 School Year											
Asphalt seal and stripe play area and fire lane	Spring 2022	Summer 2022		\$40,000		X					
TOTALS				\$40,000							
2023/24 School Year											
TOTALS				\$0							
2024/25 School Year											
Asphalt seal and stripe parking lots	Spring 2024	Summer 2024		\$25,000		X					
TOTALS				\$25,000							

#### Top of the World Elementary School

Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
2014/15 School Year											
Replace damaged restroom partitions	Winter 2014	Winter 2014	Winter 2014	\$2,810	\$2,810	X					
Flooring replacements in 2000's and 3000's	Winter 2014	Sumer 2015	Summer 2015	\$132,938	\$150,766	X					
Frame in MDF room at front of school	Winter 2014	Spring 2015	Spring 2015	\$15,000	\$6,000	X					
Repair/replace pavements throughout site (Phase 1)	Winter 2014	Spring 2015	Spring 2015	\$10,000	\$8,270	X					
Replace roofing on 2000 and 3000 buildings	Spring 2015	Summer 2015	Summer 2015	\$260,000	\$400,172	X					
TOTALS				\$420,748	\$568,018						
2015/16 School Year											
Replace wood chips with rubberized play surface	Spring 2015	Summer 2015	Winter 2016	\$110,000	\$80,031	X					



Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Retaining wall maintenance and repairs	Spring 2015	Summer 2015	Summer 2015	\$50,000	\$46,175	X					
TOTALS				\$160,000	\$126,206						
2016/17 School Year											
Roof system replacement MPR and Admin	Spring 2016	Summer 2016	Summer 2016	\$450,000	\$447,849		X				
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$300,000	\$520,209		X			X	
TOTALS				\$750,000	\$968,058						
2017/18 School Year											
Replace CLC portables and add music building	Winter 2015	Summer 2016	Winter 2018	\$2,100,000	\$2,331,613			X			
Renovate existing playfield and improve irrigation	Spring 2015	Summer 2015	Fall 2017	\$265,000	\$10,245	X					
Repair/replace pavements throughout site (Phase 2)	Spring 2016	Summer 2016	Winter 2018	\$140,000	\$23,510	X					
TOTALS				\$2,505,000	\$2,365,368						
2018/19 School Year											
Flooring replacements in kindergarten rooms	Spring 2018	Summer 2018		\$40,000		X					
Upgrade HVAC and controls at 3000 building	Spring 2018	Summer 2018		\$165,000		X					
TOTALS				\$205,000							
2019/20 School Year											
Re-key all locks and doors throughout site	Fall 2018	Summer 2019		\$60,000		X					
Upgrade/replace fire alarm system	Fall 2018	Summer 2019		\$80,000		X					
Upgrade HVAC and controls at 2000 building	Fall 2018	Summer 2019		\$165,000		X					
TOTALS				\$305,000							
2020/21 School Year											
Upgrade HVAC and controls at Kinder, Admin, MPR	Fall 2019	Summer 2020		\$144,000		X					
Flooring replacements in Admin/Library	Spring 2020	Summer 2020		\$60,000		X					
TOTALS				\$204,000							
2021/22 School Year											
Upgrade HVAC and controls at 6000 building	Fall 2020	Summer 2021		\$80,000		X					
Replace playground rubber surfacing	Spring 2021	Summer 2021		\$30,000		X					
TOTALS				\$110,000							
2022/23 School Year											
Asphalt repair, seal and stripe	Spring 2022	Summer 2022		\$45,000		X					
Upgrade HVAC and controls	Fall 2021	Summer 2022		\$60,000		X					
TOTALS				\$105,000							
2023/24 School Year											

Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Repair/replace exterior doors, finishes and paint	Fall 2022	Summer 2023		\$230,000		X					
Plumbing and drainage repairs throughout site	Fall 2022	Summer 2023		\$700,000		X					
TOTALS				\$930,000							
2024/25 School Year											
TOTALS				\$0							

#### Thurston Middle School

Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
2014/15 School Year											
Replace damaged restroom partitions	Winter 2014	Winter 2014	Winter 2015	\$12,690	\$12,690	X					
Flooring replacements in 1101 and 1102	Winter 2014	Winter 2014	Winter 2014	\$12,301	\$12,301	X					
Replace sinks in boys/girls restrooms	Winter 2014	Winter 2014	Winter 2014	\$15,000	\$14,860	X					
Add striping at PE asphalt area	Winter 2014	Winter 2015	Winter 2015	\$10,000	\$7,350	X					
Add artificial turf to existing quad area	Winter 2014	Spring 2015	Spring 2015	\$45,000	\$55,996	X					
TOTALS				\$94,991	\$103,197						
2015/16 School Year											
Repair/replace pavements throughout site	Spring 2016	Summer 2016	Summer 2016	\$60,000	\$7,950	X					
Site gas system replacement	Spring 2016	Spring 2016	Summer 2016	\$600,000	\$618,155						
TOTALS				\$660,000	\$626,105						
2016/17 School Year											
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$200,000	\$599,790		X			X	
Upgrade HVAC and controls (energy efficiency)	Spring 2015	Summer 2016	Summer 2017	\$852,980	\$1,126,229		X				
TOTALS				\$1,052,980	\$1,726,019						
2017/18 School Year											
Replace roofing on 4101, 4102, 209-217 and Library/Cafeteria buildings	Spring 2017	Summer 2017	Summer 2017	\$215,000	\$204,367		X				
Resurface gymnasium flooring	Spring 2017	Summer 2017	Summer 2017	\$5,000	\$3,300	X					
TOTALS				\$220,000	\$207,667						
2018/19 School Year											
Roof system replacement	Spring 2018	Summer 2018		\$280,710			X				
Asphalt repair, seal and stripe	Spring 2018	Summer 2018		\$25,000		X					



Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Flooring replacements in Admin building	Spring 2018	Summer 2018		\$60,000		X					
Paint building exterior trim	Spring 2018	Summer 2018		\$50,000		X					
Cafeteria building sewer line replacement	Spring 2018	Summer 2018		\$45,000		X					
TOTALS				\$460,710							
2019/20 School Year											
Roof system replacement	Spring 2019	Summer 2019		\$401,700			X				
Re-key all locks and doors throughout site	Fall 2018	Summer 2019		\$80,000		X					
Upgrade HVAC and controls	Spring 2019	Summer 2019		\$165,000		X					
Asphalt repair, seal and stripe	Spring 2019	Summer 2019		\$20,000		X					
Replace basketball court bluetop coating system	Spring 2019	Summer 2019		\$35,000		X					
Classroom/Field Modernization	Spring 2018	Summer 2019		\$1,500,000				X	X		
Upgrade/replace fire alarm system	Spring 2019	Summer 2019		\$90,000		X					
TOTALS				\$2,291,700							
2020/21 School Year											
Roof system replacement	Spring 2020	Summer 2020		\$196,500			X				
Classroom/Field Modernization	Spring 2018	Summer 2020		\$2,000,000				X	X		
Upgrade HVAC and controls	Spring 2020	Summer 2020		\$60,000		X					
TOTALS				\$2,256,500							
2021/22 School Year											
Upgrade HVAC and controls	Spring 2021	Summer 2021		\$100,000		X					
TOTALS				\$100,000							
2022/23 School Year											
Upgrade HVAC and controls	Spring 2022	Summer 2022		\$60,000		X					
Replace synthetic turf at quad area	Spring 2022	Summer 2022		\$60,000		X					
TOTALS				\$120,000							
2023/24 School Year											
Upgrade HVAC and controls	Spring 2023	Summer 2023		\$60,000		X					
TOTALS				\$60,000							
2024/25 School Year											
Asphalt seal and stripe parking lots	Spring 2024	Summer 2024		\$35,000		X					
TOTALS				\$35,000							

Laguna Beach High School

Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
2014/15 School Year											
Replace damaged restroom partitions	Winter 2014	Winter 2014	Spring 2015	\$6,110	\$6,110	X					
Flooring replacements in rooms 51-54	Winter 2014	Winter 2014	Winter 2014	\$26,265	\$26,265	X					
Replace exterior wheelchair lifts	Winter 2014	Winter 2014	Winter 2015	\$55,000	\$65,560	X			X		
Perimeter slope improvements	Winter 2014	Winter 2014	Winter 2014	\$200,000	\$133,700	X					
TOTALS				\$287,375	\$231,635						
2015/16 School Year											
Replace broken elevator near stadium	Winter 2014	Spring 2015	Summer 2015	\$200,000	\$150,000	X			X		
Tennis court improvements	Winter 2014	Summer 2015	Fall 2015	\$1,200,000	\$1,245,978			X			X
Repair retaining wall at tennis court #6	Winter 2014	Spring 2015	Summer 2015	\$430,000	\$455,000	X					X
Replace roofing at 40's, 50's and 70's buildings	Spring 2015	Summer 2015	Summer 2015	\$341,000	\$400,073	X					
Expand music room and improve acoustics in 50's	Spring 2015	Summer 2015	Summer 2015	\$100,000	\$42,257	X					
TOTALS				\$2,271,000	\$2,293,308						
2016/17 School Year											
Renovate library for added instructional space	Spring 2015	Summer 2016	Summer 2016	\$450,000	\$244,029	X		X			X
Stadium track/turf replacement & drainage	Spring 2015	Summer 2016	Summer 2016	\$3,200,000	\$2,128,575			X			X
Flooring replacements in 80's	Fall 2015	Spring 2016	Summer 2016	\$92,637	\$47,250	X					
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$350,000	\$599,790		X			X	X
Flooring replacements in 40's and 70's	Fall 2015	Summer 2016	Summer 2016	\$165,000	\$80,249	X					
Repair, refinish, paint exterior walls and posts	Fall 2015	Summer 2016	Summer 2016	\$80,000	\$147,719	X					
Replace PA System	Spring 2016	Summer 2016	Summer 2016	\$120,000	\$101,672		X				
TOTALS				\$4,457,637	\$3,349,284						
2017/18 School Year											
Pavement repairs and replacements	Fall 2015	Spring 2016	Summer 2017	\$8,000	\$3,895	X					
Repair/replace exterior windows	Spring 2016	Summer 2016	Summer 2017	\$210,000	\$11,029	X					
Flooring replacements in building 20's and 30's	Fall 2016	Summer 2017	Summer 2017	\$185,000	\$50,281	X					
Resurface tennis courts	Spring 2017	Summer 2017	Fall 2017	\$50,000	\$28,170	X					X
TOTALS				\$453,000	\$93,375						
2018/19 School Year											



Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
Roof system replacement	Spring 2018	Summer 2018		\$408,730			X				
Upgrade HVAC and controls (energy efficiency)	Spring 2015	Summer 2018		\$1,126,229			X				
Asphalt repair, seal and stripe	Summer 2018	Spring 2019		\$15,000		X					
Flooring replacements	Spring 2018	Summer 2018		\$60,000		X					
Paint building exterior trim	Spring 2018	Summer 2018		\$50,000		X					
Replace deck coatings on second level walkways	Spring 2018	Summer 2018		\$25,000		X					
Upgrade HVAC and controls	Spring 2018	Summer 2018		\$150,000		X					
Stadium Restroom-Storage Building	Fall 2017	Summer 2018		\$1,500,000				X			
Main Quad modernization	Spring 2018	Summer 2018		\$200,000				X			
Theater ADA Upgrades project	Fall 2016	Summer 2018		\$750,000				X			
TOTALS				\$4,284,959							
2019/20 School Year											
Re-key all locks and doors throughout site	Fall 2018	Summer 2019		\$100,000		X					
Upgrade HVAC and controls	Spring 2019	Summer 2019		\$150,000		X					
Asphalt repair, seal and stripe	Spring 2019	Summer 2019		\$15,000		X					
Roof system replacement	Spring 2019	Summer 2019		\$303,110			X				
Upgrade/replace fire alarm system	Spring 2019	Summer 2019		\$100,000		X					
Flooring replacements	Spring 2019	Summer 2019		\$50,000		X					
Exterior and interior painting projects	Spring 2019	Summer 2019		\$50,000		X					
TOTALS				\$1,018,110							
2020/21 School Year											
Roof system replacement	Spring 2020	Summer 2020		\$322,250			X				
Exterior and interior painting projects	Spring 2020	Summer 2020		\$50,000		X					
Resurface tennis courts	Spring 2020	Summer 2020		\$50,000		X					X
Flooring replacements	Spring 2020	Summer 2020		\$50,000		X					
Upgrade HVAC and controls	Spring 2020	Summer 2020		\$150,000		X					
TOTALS				\$622,250							
2021/22 School Year											
Exterior and interior painting projects	Spring 2021	Summer 2021		\$50,000		X					
Flooring replacements	Spring 2021	Summer 2021		\$50,000		X					
Upgrade HVAC and controls	Spring 2021	Summer 2021		\$150,000		X					
Main Office Renovation project	Spring 2018	Summer 2021		\$1,200,000				X			
Upgrade electrical equipment and systems	Spring 2021	Summer 2021		\$50,000		X					

Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
TOTALS				\$1,500,000							
2022/23 School Year											
Upgrade HVAC and controls	Spring 2022	Summer 2022		\$150,000		X					
Exterior and interior painting projects	Spring 2022	Summer 2022		\$50,000		X					
Flooring replacements	Spring 2022	Summer 2022		\$50,000		X					
TOTALS				\$250,000							
2023/24 School Year											
Replace deck coatings on second level walkways	Spring 2023	Summer 2023		\$30,000		X					
Upgrade HVAC and controls	Spring 2023	Summer 2023		\$150,000		X					
Exterior and interior painting projects	Spring 2023	Summer 2023		\$50,000		X					
Asphalt repair, seal and stripe	Spring 2024	Summer 2024		\$15,000		X					
Flooring replacements	Spring 2023	Summer 2023		\$50,000		X					
TOTALS				\$295,000							
2024/25 School Year											
Resurface tennis courts	Spring 2024	Summer 2024		\$60,000		X					X
Remove and replace concrete pool edge	Spring 2024	Summer 2024		\$200,000			X				X
TOTALS				\$260,000							

#### District Office

Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
2014/15 School Year											
TOTALS				\$0	\$0						
2015/16 School Year											
TOTALS				\$0	\$0						
2016/17 School Year											
Upgrade lighting and controls (energy efficiency)	Spring 2015	Summer 2016	Spring 2017	\$215,000	\$75,229		X			X	
Replace roof systems at Warehouse Facility	Fall 2015	Winter 2015	Summer 2016	\$100,000	\$89,674		X				
TOTALS				\$315,000	\$164,903						



Project	Planning	Construction	Actual Completion	Est. Cost	Actual Cost	Funding Source(s)					
						RRMA	FRRP	CIP	Dev. Fees	Prop 39	Other
2017/18 School Year											
Upgrade HVAC and controls (energy efficiency)	Spring 2015	Summer 2016	Summer 2017	\$190,000	\$36,848	X					
Repair building exterior, doors, gutters and paint	Spring 2017	Summer 2017	Summer 2017	\$100,000	\$37,994	X					
TOTALS				\$290,000	\$74,842						
2018/19 School Year											
Asphalt repair, seal and stripe	Spring 2018	Summer 2018		\$12,000		X					
Paint building exterior	Spring 2018	Summer 2018		\$15,000		X					
Warehouse facility floor and wall repairs	Spring 2018	Summer 2018		\$6,500		X					
HVAC replacement at Data Center	Spring 2018	Summer 2018		\$50,000		X					
TOTALS				\$83,500							
2019/20 School Year											
Re-key all locks and doors throughout site	Fall 2018	Summer 2019		\$10,000		X					
Sewer lateral replacement	Spring 2019	Summer 2019		\$30,000		X					
Interior walls, flooring, ceilings replacements	Spring 2019	Summer 2019		\$40,000		X					
Upgrade/replace fire alarm system	Spring 2019	Summer 2019		\$20,000		X					
TOTALS				\$100,000							
2020/21 School Year											
Interior walls, flooring, ceilings replacements	Spring 2020	Summer 2020		\$40,000		X					
Restroom renovations	Spring 2020	Summer 2020		\$40,000		X					
TOTALS				\$80,000							
2021/22 School Year											
Roof system replacement	Spring 2021	Summer 2021		\$80,000			X				
Upgrade HVAC and controls	Spring 2021	Summer 2021		\$30,000		X					
TOTALS				\$110,000							
2022/23 School Year											
Interior plumbing replacements	Spring 2022	Summer 2022		\$6,500		X					
TOTALS				\$6,500							
2023/24 School Year											
Asphalt repair, seal and stripe	Spring 2023	Summer 2023		\$15,000		X					
TOTALS				\$15,000							
2024/25 School Year											
TOTALS				\$0							

## FUNDING INFORMATION

## FRRP &amp; CIP FUNDING INFORMATION

Activity	2018-19		2019-20		2020-21		2021-22	
	FRRP	CIP	FRRP	CIP	FRRP	CIP	FRRP	CIP
<b>EM</b> Roof system replacement			\$368,000		\$365,700		\$412,700	
<b>TMS</b> Roof system replacement	\$280,710		\$401,700		\$196,500			
Classroom / Field Modernization				\$1,500,000		\$2,000,000		
<b>LBHS</b> Roof system replacement	\$408,730		\$303,110		\$322,250			
Restroom/Storage Building project		\$1,200,000						
Main Quad modernization		\$200,000						
Main Office renovation								\$1,200,000
Theater ADA Upgrades		\$750,000						
<b>DO</b> Roof system replacement							\$80,000	
STARTING FUND BALANCE	\$399,025	\$2,801,389	\$609,585	\$1,851,389	\$436,775	\$1,551,389	\$452,325	\$751,389
FISCAL YEAR FUNDING	\$900,000	\$1,200,000	\$900,000	\$1,200,000	\$900,000	\$1,200,000	\$900,000	\$1,200,000
FISCAL YEAR TOTAL PROJECTED COSTS	\$689,440	\$2,150,000	\$1,072,810	\$1,500,000	\$884,450	\$2,000,000	\$492,700	\$1,200,000
YEAR END FUND BALANCE	\$609,585	\$1,851,389	\$436,775	\$1,551,389	\$452,325	\$751,389	\$859,625	\$751,389

## RMMA FUNDING INFORMATION

OBJECT	2017-18		2018-19		2019-20		2020-21		2021-22	
	7408	7409	7408	7409	7408	7409	7408	7409	7408	7409
2000	\$612,859.00	\$884,115.00	\$625,116.18	\$901,797.30	\$637,618.50	\$910,815.27	\$650,370.87	\$919,923.43	\$663,378.29	\$929,122.66
3000	\$271,983.00	\$377,159.00	\$292,676.46	\$419,404.23	\$313,195.22	\$446,340.03	\$337,019.14	\$477,470.23	\$350,393.30	\$493,401.61
4000	\$140,145.00	\$83,014.00	\$91,000.00	\$84,674.28	\$92,820.00	\$86,367.77	\$94,676.40	\$88,095.12	\$96,569.93	\$89,857.02
5000	\$1,483,584.00	\$1,045,089.00	\$972,050.00	\$1,166,573.58	\$1,010,960.00	\$1,189,905.05	\$1,030,153.20	\$1,213,703.15	\$1,014,380.26	\$1,237,977.22
6000	\$38,918.00		\$490,000.00		\$445,000.00		\$370,000.00		\$370,000.00	
Subtotal	\$2,547,489.00	\$2,389,377.00	\$2,470,842.64	\$2,572,449.39	\$2,499,593.72	\$2,633,428.12	\$2,482,219.61	\$2,699,191.93	\$2,494,721.78	\$2,750,358.50
<b>TOTAL</b>	<b>\$4,936,866.00</b>		<b>\$5,043,292.03</b>		<b>\$5,133,021.84</b>		<b>\$5,181,411.54</b>		<b>\$5,245,080.29</b>	



**Laguna Beach Unified School District**

**15. ACTION**

**March 27, 2018**

**Approval: Award of Contract for Purchase, Warranty, and Installation of Floor Covering and Related Products from Kya Services, LLC Based on Contract No. 4-17-72-0057B of the State of California Multiple Award Schedule (CMAS)**

**Proposal**

Staff proposes the Board of Education award a contract for purchase, warranty, and installation of floor covering and related products from Kya Services, LLC based on contract number 4-17-72-0057B of the State of California Multiple Award Schedule.

**Background**

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. Pursuant to Public Contract Code Sections 10290 et seq. and 12101.5, the State of California establishes multiple award contracts that can be used by State and local government agencies, which includes K-12 public school districts.

The CMAS contract for Kya Services, LLC is valid from 12/8/2017 through 9/24/2022. However, the district is not required to rely solely on this CMAS contract for installation of floor covering and related products and may at any time solicit new quotes or bids for the same scope of work. As an approved CMAS contractor this insures all pricing and warranties have been fully vetted and proven to be fair and competitive. Awarding this contract will allow staff to pursue flooring replacement projects quickly, as well as provide a strong benchmark for comparison of alternative quotes for similar work.

The District Ten Year Facilities Plan includes the replacement of floor coverings at various sites occurring throughout different years. By utilizing the CMAS contract with Kya Services, LLC, staff can efficiently and competitively replace floor coverings to meet the District's facility's needs.

**Budget Impact**

There is no financial impact to allowing this purchasing option.

**Recommended Action**

Staff recommends the Board of Education award a contract for purchase, warranty, and installation of floor covering and related products from Kya Services, LLC based on contract number 4-17-72-0057B of the State of California Multiple Award Schedule (CMAS).

# Carpet Resources, Inc.

## Tandus Centiva Products

### Broadloom and Modular Carpet – Installation & Maintenance Services

Meets and exceeds PBS Key Requirements – NSF 140 Gold or Platinum - Most styles exceed TARR 3.5

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## GENERAL SERVICES ADMINISTRATION

### Federal Supply Service Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through *GSA Advantage*, a menu-driven database system. The INTERNET address for *GSA Advantage* is [GSA Advantage!](#) For more information on ordering from Federal Supply Schedule click on the FSS Schedules button at [GSA Home](#).

FSC Group 72, Part 1, Section A  
Contract Number: **GS-03F-102GA**  
Contract Period – Contract end date - September 24, 2022

DUNS#: 96-928-8125  
Tax ID: 54-1827791  
CAGE Code: 1BJJ5

#### CONTRACTOR

Carpet Resources, Inc.  
801 Wincrest Place  
Great Falls, VA 22066-2736  
Phone: (703) 757-7605 / Fax: (703) 757-7606  
Toll Free: (800) 272-9567  
Email: [csaylor@saylormarketing.com](mailto:csaylor@saylormarketing.com)  
Email: [cparker@saylormarketing.com](mailto:cparker@saylormarketing.com)  
Business Size: Woman Owned Small Business

#### CONTRACT ADMINISTRATION

Saylor Marketing, Inc.  
801 Wincrest Place  
Great Falls, VA 22066-2736  
Phone: (703) 757-7605 / Fax: (703) 757-7606  
Toll Free: (800) 272-9567  
Email: [csaylor@saylormarketing.com](mailto:csaylor@saylormarketing.com)

#### INFORMATION FOR ORDERING ACTIVITIES

##### 1a. Awarded SINS:

- 31-301 Broadloom
- 31-303 Carpet Tile
- 31-601 Recycled Content
- 31-604 Installation Services

##### 1b. Lowest Price each SIN:

- 31-301 All Star
- 31-303 Arete
- 31-601 All Star (6')
- 31-601 Arete (Tile)

##### 2. Maximum Order Limitation:

- SIN(s) 31-301, 31-303, 31-601  
Carpet and Carpet Tile - \$500,000
- SIN(s) 31-604 - Installation - \$150,000

##### 3. Minimum Order: \$500

##### 4. Geographic Coverage:

- All SINS – Continental United States

##### 5. Point of Production

- 311 Smith Industrial Blvd.  
Dalton, GA 30721

##### 6. Prices shown are Government Net Discount

##### 7. Quantity Discounts:

- SIN(s) 31-301, 31-303, 31-601  
GSA basic price - \$0 - \$25,000

##### 8. Prompt Payment:

- Net 30 days

##### 9a. Government VISA & MasterCard Accepted

##### 9b. Government VISA & MasterCard Discount - None

- Net 30 days

##### 10. Foreign Items – None

##### 11. Time of Delivery:

- SIN 31-301 Broadloom - 60 days or  
sooner SIN 31-303 Carpet Tile - 60 days  
or sooner  
SIN 31-601 Recycled 12 & Tile - 60 days or sooner  
Priority Shipment in 2 business days up to 750 sy  
Express Shipment in 10 business days up to 1,500  
sy GSA Express Styles and Colors  
All SIN(s) Destination, CONUS or Stateside Port

##### 13. Order Address:

- Carpet Resources, Inc.  
801 Wincrest Place; Great Falls, VA 22066-2736  
Phone: (703) 757-7605 / Fax: (703) 757 757-7606

##### 14. Payment Address:

- Carpet Resources, Inc.  
801 Wincrest Place; Great Falls, VA 22066-2736  
Phone: (703) 757-7605 / Fax: (703) 757 757-7606

##### 15. Warranty:

- Tandus Warranties

##### 16. Export Packing Charge: Not Applicable

##### 17. Credit Card Terms same as basic contract

##### 18. Maintenance: Tandus Maintenance

##### 19. Installation: Installation Instructions

##### 20. MSDS Sheets: Technical Documents

##### 21. Solutions at Work: Solutions at Work

##### 22. Press Releases: Press Releases

##### 23. Virtual Room Scene (any product): Virtual Room Scene

##### 24. Inside Delivery: Quote per project.

24a. **California Proposition 65** - Based on Prop 65, Tandus Centiva is positioning ethos® backing as the modular carpet construction of choice for sales within the State of California. Given that Tandus Centiva recycles for the entire floorcovering industry and accepts materials from outside sources, they cannot guarantee that materials listed on Prop 65 will not be present in the ER3® backing.

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Abrasive Action II	02578	GS	Ethos Tile	\$ 38.94	Platinum	***
301/601	Abrasive Action II	02578	M	Powerbond Cushion	\$ 34.63	Gold	Severe
301/601	Abrasive Action II	02578	GN	Powerbond Ethos Cushion	\$ 37.99	Platinum	Severe
303/601	Accentuate	04255	EX	ER3 Tile	\$ 24.99	Platinum	Severe
303/601	Accentuate	04255	EB	ER3 Tile RS	\$ 26.11	Platinum	Severe
303/601	Accentuate	04255	GS	Ethos Tile	\$ 25.21	Platinum	Heavy
303/601	Accentuate	04255	CF	Flexaire Tile	\$ 26.33	Gold	Severe
303/601	Accentuate	04255	CR	Flexaire Tile RS	\$ 27.45	Gold	Severe
301/601	Accentuate	04255	M	Powerbond Cushion	\$ 24.09	Gold	Heavy
301/601	Accentuate	04255	MR	Powerbond Cushion RS	\$ 25.21	Gold	Heavy
301/601	Accentuate	04255	GN	Powerbond Ethos Cushion	\$ 25.83	Platinum	Severe
301/601	Accentuate	04255	GR	Powerbond Ethos Cushion RS	\$ 26.95	Platinum	Severe
303/601	Aftermath II	03026	EX	ER3 Tile	\$ 25.41	Platinum	Severe
303/601	Aftermath II	03026	EB	ER3 Tile RS	\$ 26.15	Platinum	Severe
303/601	Aftermath II	03026	GS	Ethos Tile	\$ 24.55	Platinum	Severe
303/601	Aftermath II	03026	CF	Flexaire Tile	\$ 25.67	Gold	Severe
303/601	Aftermath II	03026	CR	Flexaire Tile RS	\$ 26.79	Gold	Severe
301/601	Aftermath II	03026	M	Powerbond Cushion	\$ 21.18	Gold	Severe
301/601	Aftermath II	03026	MR	Powerbond Cushion RS	\$ 21.18	Gold	Severe
301/601	Aftermath II	03026	GN	Powerbond Ethos Cushion	\$ 25.00	Platinum	Severe
301/601	Aftermath II	03026	GR	Powerbond Ethos Cushion RS	\$ 26.12	Platinum	Severe
303/601	Alcove	04163	EX	ER3 Tile	\$ 27.58	Platinum	Severe
303/601	Alcove	04163	EB	ER3 Tile RS	\$ 28.70	Platinum	Severe
303/601	Alcove	04163	GS	Ethos Tile	\$ 27.58	Platinum	Severe
303/601	Alcove	04163	CF	Flexaire Tile	\$ 28.70	Gold	Severe
303/601	Alcove	04163	CR	Flexaire Tile RS	\$ 29.82	Gold	Severe
301/601	Alcove	04163	M	Powerbond Cushion	\$ 25.11	Gold	Severe
301/601	Alcove	04163	MR	Powerbond Cushion RS	\$ 26.23	Gold	Severe
301/601	Alcove	04163	GN	Powerbond Ethos Cushion	\$ 27.24	Platinum	Severe
301/601	Alcove	04163	GR	Powerbond Ethos Cushion RS	\$ 28.36	Platinum	Severe
303/601	All Star	02931	EX	ER3 Tile	\$ 23.53	Platinum	Severe
303/601	All Star	02931	EB	ER3 Tile RS	\$ 24.27	Platinum	Severe
303/601	All Star	02931	GS	Ethos Tile	\$ 23.15	Platinum	Heavy
303/601	All Star	02931	CF	Flexaire Tile	\$ 24.27	Gold	Severe
303/601	All Star	02931	CR	Flexaire Tile RS	\$ 25.39	Gold	Severe
301/601	All Star	02931	MR	Powerbond Cushion RS	\$ 19.05	Gold	Heavy
301/601	All Star	02931	GN	Powerbond Ethos Cushion	\$ 23.20	Platinum	Severe
301/601	All Star	02931	GR	Powerbond Ethos Cushion RS	\$ 24.32	Platinum	Severe
303/601	Applause III	02803	EX	ER3 Tile	\$ 22.14	Platinum	Severe
303/601	Applause III	02803	EB	ER3 Tile RS	\$ 22.14	Platinum	Severe
303/601	Applause III	02803	GS	Ethos Tile	\$ 23.50	Platinum	Heavy
303/601	Applause III	02803	CF	Flexaire Tile	\$ 25.02	Gold	Severe
303/601	Applause III	02803	CR	Flexaire Tile RS	\$ 26.14	Gold	Severe
301/601	Applause III	02803	MR	Powerbond Cushion RS	\$ 24.13	Gold	Severe
301/601	Applause III	02803	GN	Powerbond Ethos Cushion	\$ 22.09	Platinum	Severe
301/601	Applause III	02803	GR	Powerbond Ethos Cushion RS	\$ 23.21	Platinum	Severe
301/601	Aragon	05164	M	Powerbond Cushion	\$ 25.73	Gold	Heavy
301/601	Aragon	05164	MR	Powerbond Cushion RS	\$ 26.86	Gold	Heavy
303/601	Arboretum	03899	EX	ER3 Tile	\$ 31.29	Platinum	Severe
303/601	Arboretum	03899	EB	ER3 Tile RS	\$ 32.41	Platinum	Severe
303/601	Arboretum	03899	GS	Ethos Tile	\$ 31.29	Platinum	Severe
303/601	Arboretum	03899	CF	Flexaire Tile	\$ 32.41	Gold	Severe
303/601	Arboretum	03899	CR	Flexaire Tile RS	\$ 33.53	Gold	Severe
301/601	Arboretum	03899	M	Powerbond Cushion	\$ 28.27	Gold	Severe
301/601	Arboretum	03899	MR	Powerbond Cushion RS	\$ 29.39	Gold	Severe
301/601	Arboretum	03899	GN	Powerbond Ethos Cushion	\$ 30.01	Platinum	Severe
301/601	Arboretum	03899	GR	Powerbond Ethos Cushion RS	\$ 31.13	Platinum	Severe
303/601	Arete	04336	EX	ER3 Tile	\$ 18.56	Platinum	Heavy
303/601	Arete	04336	EB	ER3 Tile RS	\$ 19.68	Platinum	Heavy
303/601	Arete	04336	GS	Ethos Tile	\$ 18.56	Platinum	Heavy
303/601	Arete	04336	CF	Flexaire Tile	\$ 19.68	Gold	Heavy
303/601	Arete	04336	CR	Flexaire Tile RS	\$ 21.04	Gold	Heavy
303/601	Artisan	03579	GS	Ethos Tile	\$ 38.54	Platinum	Severe
303/601	Atmosphere	03666	EX	ER3 Tile	\$ 28.08	Platinum	Severe
303/601	Atmosphere	03666	EB	ER3 Tile RS	\$ 29.20	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Atmosphere	03666	GS	Ethos Tile	\$ 29.29	Platinum	Severe
303/601	Atmosphere	03666	CF	Flexaire Tile	\$ 30.41	Gold	Severe
303/601	Atmosphere	03666	CR	Flexaire Tile RS	\$ 31.53	Gold	Severe
301/601	Atmosphere	03666	M	Powerbond Cushion	\$ 26.37	Gold	Severe
301/601	Atmosphere	03666	MR	Powerbond Cushion RS	\$ 27.49	Gold	Severe
301/601	Atmosphere	03666	GN	Powerbond Ethos Cushion	\$ 28.55	Platinum	Severe
301/601	Atmosphere	03666	GR	Powerbond Ethos Cushion RS	\$ 29.67	Platinum	Severe
303/601	Atoll	03333	EX	ER3 Tile	\$ 27.74	Platinum	Heavy
303/601	Atoll	03333	EB	ER3 Tile RS	\$ 28.86	Platinum	Heavy
303/601	Atoll	03333	GS	Ethos Tile	\$ 27.74	Platinum	Heavy
303/601	Atoll	03333	CF	Flexaire Tile	\$ 28.86	Gold	Severe
303/601	Atoll	03333	CR	Flexaire Tile RS	\$ 30.53	Gold	Severe
301/601	Atoll	03333	M	Powerbond Cushion	\$ 24.97	Gold	Severe
301/601	Atoll	03333	MR	Powerbond Cushion RS	\$ 26.09	Gold	Severe
301/601	Atoll	03333	GN	Powerbond Ethos Cushion	\$ 27.13	Platinum	Severe
301/601	Atoll	03333	GR	Powerbond Ethos Cushion RS	\$ 28.25	Platinum	Severe
303/601	Box Study	03295	EX	ER3 Tile	\$ 33.49	Platinum	Heavy
303/601	Box Study	03295	EB	ER3 Tile RS	\$ 34.61	Platinum	Heavy
303/601	Box Study	03295	GS	Ethos Tile	\$ 27.88	Platinum	Severe
303/601	Box Study	03295	CF	Flexaire Tile	\$ 29.00	Gold	Severe
303/601	Box Study	03295	CR	Flexaire Tile RS	\$ 30.12	Gold	Severe
301/601	Box Study	03295	M	Powerbond Cushion	\$ 29.59	Gold	Severe
301/601	Box Study	03295	MR	Powerbond Cushion RS	\$ 30.71	Gold	Severe
301/601	Box Study	03295	GN	Powerbond Ethos Cushion	\$ 26.90	Platinum	Severe
301/601	Box Study	03295	GR	Powerbond Ethos Cushion RS	\$ 28.02	Platinum	Severe
303/601	Calli	04162	EX	ER3 Tile	\$ 27.46	Platinum	Heavy
303/601	Calli	04162	EB	ER3 Tile RS	\$ 28.58	Platinum	Heavy
303/601	Calli	04162	GS	Ethos Tile	\$ 27.46	Platinum	Severe
303/601	Calli	04162	CF	Flexaire Tile	\$ 28.58	Gold	Severe
303/601	Calli	04162	CR	Flexaire Tile RS	\$ 28.02	Gold	Severe
301/601	Calli	04162	M	Powerbond Cushion	\$ 25.01	Gold	Severe
301/601	Calli	04162	MR	Powerbond Cushion RS	\$ 26.13	Gold	Severe
301/601	Calli	04162	GN	Powerbond Ethos Cushion	\$ 26.75	Platinum	Severe
301/601	Calli	04162	GR	Powerbond Ethos Cushion RS	\$ 27.87	Platinum	Severe
303/601	Canopy	04089	EX	ER3 Tile	\$ 31.23	Platinum	Severe
303/601	Canopy	04089	EB	ER3 Tile RS	\$ 32.35	Platinum	Severe
303/601	Canopy	04089	GS	Ethos Tile	\$ 31.23	Platinum	Severe
303/601	Canopy	04089	CF	Flexaire Tile	\$ 32.35	Gold	Severe
303/601	Canopy	04089	CR	Flexaire Tile RS	\$ 33.47	Gold	Severe
301/601	Canopy	04089	M	Powerbond Cushion	\$ 28.12	Gold	Severe
301/601	Canopy	04089	MR	Powerbond Cushion RS	\$ 29.24	Gold	Severe
301/601	Canopy	04089	GN	Powerbond Ethos Cushion	\$ 27.80	Platinum	Severe
301/601	Canopy	04089	GR	Powerbond Ethos Cushion RS	\$ 28.92	Platinum	Severe
303/601	Cerise	03988	EX	ER3 Tile	\$ 30.48	Platinum	Heavy
303/601	Cerise	03988	EB	ER3 Tile RS	\$ 31.60	Platinum	Heavy
303/601	Cerise	03988	GS	Ethos Tile	\$ 30.48	Platinum	Heavy
303/601	Cerise	03988	CF	Flexaire Tile	\$ 31.60	Gold	Severe
303/601	Cerise	03988	CR	Flexaire Tile RS	\$ 32.72	Gold	Severe
301/601	Cerise	03988	M	Powerbond Cushion	\$ 27.48	Gold	Severe
301/601	Cerise	03988	MR	Powerbond Cushion RS	\$ 28.60	Gold	Severe
301/601	Cerise	03988	GN	Powerbond Ethos Cushion	\$ 29.21	Platinum	Heavy
301/601	Cerise	03988	GR	Powerbond Ethos Cushion RS	\$ 30.33	Platinum	Heavy
303/601	Change II	03747	EX	ER3 Tile	\$ 27.81	Platinum	Severe
303/601	Change II	03747	EB	ER3 Tile RS	\$ 28.93	Platinum	Severe
303/601	Change II	03747	GS	Ethos Tile	\$ 23.98	Platinum	Heavy
303/601	Change II	03747	CF	Flexaire Tile	\$ 25.10	Gold	Severe
303/601	Change II	03747	CR	Flexaire Tile RS	\$ 26.22	Gold	Severe
301/601	Change II	03747	M	Powerbond Cushion	\$ 26.53	Gold	Severe
301/601	Change II	03747	MR	Powerbond Cushion RS	\$ 27.65	Gold	Severe
301/601	Change II	03747	GN	Powerbond Ethos Cushion	\$ 23.61	Platinum	Heavy
301/601	Change II	03747	GR	Powerbond Ethos Cushion RS	\$ 24.73	Platinum	Heavy
303/601	Circlet	02888	EX	ER3 Tile	\$ 26.47	Platinum	Severe
303/601	Circlet	02888	EB	ER3 Tile RS	\$ 27.24	Platinum	Severe



Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
303/601	Circlet	02888	GS	Ethos Tile	\$ 26.47	Platinum	***
303/601	Circlet	02888	CF	Flexaire Tile	\$ 27.24	Gold	Severe
303/601	Circlet	02888	CR	Flexaire Tile RS	\$ 28.71	Gold	Severe
301/601	Circlet	02888	M	Powerbond Cushion	\$ 24.17	Gold	Severe
301/601	Circlet	02888	MR	Powerbond Cushion RS	\$ 24.91	Gold	Severe
301/601	Circlet	02888	GN	Powerbond Ethos Cushion	\$ 25.53	Platinum	Severe
301/601	Circlet	02888	GR	Powerbond Ethos Cushion RS	\$ 26.65	Platinum	Severe
303/601	City Walk	03974	EX	ER3 Tile	\$ 18.80	Platinum	Severe
303/601	City Walk	03974	EB	ER3 Tile RS	\$ 19.92	Platinum	Severe
303/601	City Walk	03974	GS	Ethos Tile	\$ 18.80	Platinum	Severe
303/601	City Walk	03974	CF	Flexaire Tile	\$ 19.92	Gold	Severe
303/601	City Walk	03974	CR	Flexaire Tile RS	\$ 21.04	Gold	Severe
303/601	Color Spectrum	03343	EX	ER3 Tile	\$ 26.58	Platinum	Severe
303/601	Color Spectrum	03343	EB	ER3 Tile RS	\$ 27.06	Platinum	Severe
303/601	Color Spectrum	03343	GS	Ethos Tile	\$ 23.28	Platinum	Severe
303/601	Color Spectrum	03343	CF	Flexaire Tile	\$ 25.00	Gold	Severe
303/601	Color Spectrum	03343	CR	Flexaire Tile RS	\$ 26.12	Gold	Severe
301/601	Color Spectrum	03343	M	Powerbond Cushion	\$ 20.63	Gold	Severe
301/601	Color Spectrum	03343	MR	Powerbond Cushion RS	\$ 21.53	Gold	Severe
301/601	Color Spectrum	03343	GN	Powerbond Ethos Cushion	\$ 22.60	Platinum	Severe
301/601	Color Spectrum	03343	GR	Powerbond Ethos Cushion RS	\$ 23.72	Platinum	Severe
303/601	Colored Pencil	02443	EX	ER3 Tile	\$ 23.88	Platinum	Severe
303/601	Colored Pencil	02443	EB	ER3 Tile RS	\$ 25.00	Platinum	Severe
303/601	Colored Pencil	02443	GS	Ethos Tile	\$ 25.15	Platinum	Severe
303/601	Colored Pencil	02443	CF	Flexaire Tile	\$ 27.67	Gold	Severe
303/601	Colored Pencil	02443	CR	Flexaire Tile RS	\$ 28.79	Gold	Severe
301/601	Colored Pencil	02443	GN	Powerbond Ethos Cushion	\$ 24.36	Platinum	Severe
301/601	Colored Pencil	02443	GR	Powerbond Ethos Cushion RS	\$ 25.48	Platinum	Severe
303/601	Consequence	03724	EX	ER3 Tile	\$ 29.73	Platinum	Severe
303/601	Consequence	03724	EB	ER3 Tile RS	\$ 30.85	Platinum	Severe
303/601	Consequence	03724	GS	Ethos Tile	\$ 29.73	Platinum	Severe
303/601	Consequence	03724	CF	Flexaire Tile	\$ 30.85	Gold	Heavy
303/601	Consequence	03724	CR	Flexaire Tile RS	\$ 31.97	Gold	Heavy
301/601	Consequence	03724	M	Powerbond Cushion	\$ 25.91	Gold	Severe
301/601	Consequence	03724	MR	Powerbond Cushion RS	\$ 27.03	Gold	Severe
301/601	Consequence	03724	GN	Powerbond Ethos Cushion	\$ 27.64	Platinum	Severe
301/601	Consequence	03724	GR	Powerbond Ethos Cushion RS	\$ 28.76	Platinum	Severe
303/601	Crayon	01957	EX	ER3 Tile	\$ 21.37	Platinum	Heavy
303/601	Crayon	01957	EB	ER3 Tile RS	\$ 22.49	Platinum	Heavy
303/601	Crayon	01957	GS	Ethos Tile	\$ 21.37	Platinum	Severe
303/601	Crayon	01957	CF	Flexaire Tile	\$ 22.49	Gold	Heavy
303/601	Crayon	01957	CR	Flexaire Tile RS	\$ 23.61	Gold	Heavy
301/601	Crayon	01957	M	Powerbond Cushion	\$ 20.28	Gold	Heavy
301/601	Crayon	01957	MR	Powerbond Cushion RS	\$ 21.40	Gold	Heavy
301/601	Crayon	01957	GN	Powerbond Ethos Cushion	\$ 22.02	Platinum	Severe
301/601	Crayon	01957	GR	Powerbond Ethos Cushion RS	\$ 23.14	Platinum	Severe
303/601	Cypher	04074	EX	ER3 Tile	\$ 26.81	Platinum	Severe
303/601	Cypher	04074	EB	ER3 Tile RS	\$ 27.93	Platinum	Severe
303/601	Cypher	04074	GS	Ethos Tile	\$ 26.81	Platinum	Severe
303/601	Cypher	04074	CF	Flexaire Tile	\$ 27.93	Gold	Severe
303/601	Cypher	04074	CR	Flexaire Tile RS	\$ 29.05	Gold	Severe
301/601	Cypher	04074	M	Powerbond Cushion	\$ 24.56	Gold	Severe
301/601	Cypher	04074	MR	Powerbond Cushion RS	\$ 25.68	Gold	Severe
301/601	Cypher	04074	GN	Powerbond Ethos Cushion	\$ 26.30	Platinum	Severe
301/601	Cypher	04074	GR	Powerbond Ethos Cushion RS	\$ 27.42	Platinum	Severe
303/601	District	03500	EX	ER3 Tile	\$ 30.81	Platinum	Severe
303/601	District	03500	EB	ER3 Tile RS	\$ 31.93	Platinum	Severe
303/601	District	03500	GS	Ethos Tile	\$ 28.96	Platinum	Severe
303/601	District	03500	CF	Flexaire Tile	\$ 30.08	Gold	Severe
303/601	District	03500	CR	Flexaire Tile RS	\$ 31.20	Gold	Severe
301/601	District	03500	M	Powerbond Cushion	\$ 28.91	Gold	Severe
301/601	District	03500	MR	Powerbond Cushion RS	\$ 30.03	Gold	Severe
301/601	District	03500	GN	Powerbond Ethos Cushion	\$ 28.52	Platinum	Severe

Special Item Number (SIN)	Product Name	MFR's Part Number	Backing Code	Backing Description	CRI Sell Price	NSF 140 Rating	TARR
301/601	District	03500	GR	Powerbond Ethos Cushion RS	\$ 29.64	Platinum	Severe
303/601	Divide	03863	EX	ER3 Tile	\$ 28.27	Platinum	Heavy
303/601	Divide	03863	EB	ER3 Tile RS	\$ 29.39	Platinum	Heavy
303/601	Divide	03863	GS	Ethos Tile	\$ 28.27	Platinum	Heavy
303/601	Divide	03863	CF	Flexaire Tile	\$ 29.39	Gold	Heavy
303/601	Divide	03863	CR	Flexaire Tile RS	\$ 30.51	Gold	Heavy
301/601	Divide	03863	M	Powerbond Cushion	\$ 24.64	Gold	Severe
301/601	Divide	03863	MR	Powerbond Cushion RS	\$ 25.76	Gold	Severe
301/601	Divide	03863	GN	Powerbond Ethos Cushion	\$ 26.38	Platinum	Heavy
301/601	Divide	03863	GR	Powerbond Ethos Cushion RS	\$ 27.50	Platinum	Heavy
303/601	DV8	04075	EX	ER3 Tile	\$ 25.73	Platinum	Severe
303/601	DV8	04075	EB	ER3 Tile RS	\$ 26.85	Platinum	Severe
303/601	DV8	04075	GS	Ethos Tile	\$ 25.31	Platinum	Severe
303/601	DV8	04075	CF	Flexaire Tile	\$ 26.85	Gold	Severe
303/601	DV8	04075	CR	Flexaire Tile RS	\$ 27.97	Gold	Severe
301/601	DV8	04075	M	Powerbond Cushion	\$ 23.57	Gold	Severe
301/601	DV8	04075	MR	Powerbond Cushion RS	\$ 24.69	Gold	Severe
301/601	DV8	04075	GN	Powerbond Ethos Cushion	\$ 24.94	Platinum	Severe
301/601	DV8	04075	GR	Powerbond Ethos Cushion RS	\$ 26.06	Platinum	Severe
303/601	Effervescent	03479	EX	ER3 Tile	\$ 32.86	Platinum	Severe
303/601	Effervescent	03479	EB	ER3 Tile RS	\$ 33.98	Platinum	Severe
303/601	Effervescent	03479	GS	Ethos Tile	\$ 27.67	Platinum	Severe
303/601	Effervescent	03479	CF	Flexaire Tile	\$ 29.30	Gold	Severe
303/601	Effervescent	03479	CR	Flexaire Tile RS	\$ 30.42	Gold	Severe
301/601	Effervescent	03479	M	Powerbond Cushion	\$ 31.07	Gold	Severe
301/601	Effervescent	03479	MR	Powerbond Cushion RS	\$ 32.19	Gold	Severe
301/601	Effervescent	03479	GN	Powerbond Ethos Cushion	\$ 27.42	Platinum	Severe
301/601	Effervescent	03479	GR	Powerbond Ethos Cushion RS	\$ 28.54	Platinum	Severe
303/601	Embossed Flannel	03146	EX	ER3 Tile	\$ 29.86	Platinum	Severe
303/601	Embossed Flannel	03146	EB	ER3 Tile RS	\$ 30.98	Platinum	Severe
303/601	Embossed Flannel	03146	GS	Ethos Tile	\$ 29.86	Platinum	Severe
303/601	Embossed Flannel	03146	CF	Flexaire Tile	\$ 30.98	Gold	Severe
303/601	Embossed Flannel	03146	CR	Flexaire Tile RS	\$ 32.10	Gold	Severe
303/601	Emphasize	04252	EX	ER3 Tile	\$ 25.21	Platinum	Heavy
303/601	Emphasize	04252	EB	ER3 Tile RS	\$ 26.33	Platinum	Heavy
303/601	Emphasize	04252	GS	Ethos Tile	\$ 25.21	Platinum	Heavy
303/601	Emphasize	04252	CF	Flexaire Tile	\$ 26.33	Gold	Heavy
303/601	Emphasize	04252	CR	Flexaire Tile RS	\$ 27.45	Gold	Heavy
303/601	Endhara II	02591	EX	ER3 Tile	\$ 34.04	Platinum	Severe
303/601	Endhara II	02591	EB	ER3 Tile RS	\$ 35.16	Platinum	Severe
303/601	Endhara II	02591	GS	Ethos Tile	\$ 31.57	Platinum	Severe
303/601	Endhara II	02591	CF	Flexaire Tile	\$ 32.69	Gold	Severe
303/601	Endhara II	02591	CR	Flexaire Tile RS	\$ 33.81	Gold	Severe
303/601	Ensemble	03672	EX	ER3 Tile	\$ 31.84	Platinum	Severe
303/601	Ensemble	03672	EB	ER3 Tile RS	\$ 32.96	Platinum	Severe
303/601	Ensemble	03672	GS	Ethos Tile	\$ 31.84	Platinum	Heavy
303/601	Ensemble	03672	CF	Flexaire Tile	\$ 32.96	Gold	Heavy
303/601	Ensemble	03672	CR	Flexaire Tile RS	\$ 34.08	Gold	Heavy
301/601	Ensemble	03672	M	Powerbond Cushion	\$ 28.23	Gold	Severe
301/601	Ensemble	03672	MR	Powerbond Cushion RS	\$ 29.35	Gold	Severe
301/601	Ensemble	03672	GN	Powerbond Ethos Cushion	\$ 29.96	Platinum	Heavy
301/601	Ensemble	03672	GR	Powerbond Ethos Cushion RS	\$ 31.08	Platinum	Heavy
303/601	Esparto	04119	EX	ER3 Tile	\$ 26.11	Platinum	Severe
303/601	Esparto	04119	EB	ER3 Tile RS	\$ 27.23	Platinum	Severe
303/601	Esparto	04119	GS	Ethos Tile	\$ 26.11	Platinum	Severe
303/601	Esparto	04119	CF	Flexaire Tile	\$ 27.23	Gold	Severe
303/601	Esparto	04119	CR	Flexaire Tile RS	\$ 28.35	Gold	Severe
301/601	Esparto	04119	M	Powerbond Cushion	\$ 23.84	Gold	Severe
301/601	Esparto	04119	MR	Powerbond Cushion RS	\$ 24.96	Gold	Severe
301/601	Esparto	04119	GN	Powerbond Ethos Cushion	\$ 25.57	Platinum	Severe
301/601	Esparto	04119	GR	Powerbond Ethos Cushion RS	\$ 26.69	Platinum	Severe
303/601	Expedition	05187	EX	ER3 Tile	\$ 27.20	Platinum	Severe
303/601	Expedition	05187	EB	ER3 Tile RS	\$ 28.32	Platinum	Severe

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303/601	Expedition	05187	GS	Ethos Tile	\$ 27.20	Platinum	Heavy
303/601	Expedition	05187	CF	Flexaire Tile	\$ 28.32	Gold	Heavy
303/601	Expedition	05187	CR	Flexaire Tile RS	\$ 29.44	Gold	Heavy
301/601	Expedition	05187	M	Powerbond Cushion	\$ 25.34	Gold	Severe
301/601	Expedition	05187	MR	Powerbond Cushion RS	\$ 26.46	Gold	Severe
301/601	Expedition	05187	GN	Powerbond Ethos Cushion	\$ 27.07	Platinum	Heavy
301/601	Expedition	05187	GR	Powerbond Ethos Cushion RS	\$ 28.19	Platinum	Heavy
303/601	Explorer	05175	EX	ER3 Tile	\$ 25.41	Platinum	Severe
303/601	Explorer	05175	EB	ER3 Tile RS	\$ 26.53	Platinum	Severe
303/601	Explorer	05175	GS	Ethos Tile	\$ 22.42	Platinum	Heavy
303/601	Explorer	05175	CF	Flexaire Tile	\$ 23.66	Gold	***
303/601	Explorer	05175	CR	Flexaire Tile RS	\$ 24.78	Gold	***
301/601	Explorer	05175	M	Powerbond Cushion	\$ 19.90	Gold	Severe
301/601	Explorer	05175	MR	Powerbond Cushion RS	\$ 21.02	Gold	Severe
301/601	Explorer	05175	GN	Powerbond Ethos Cushion	\$ 20.86	Platinum	Severe
301/601	Explorer	05175	GR	Powerbond Ethos Cushion RS	\$ 21.98	Platinum	Severe
303/601	Factory Floor II	03746	EX	ER3 Tile	\$ 22.89	Platinum	Heavy
303/601	Factory Floor II	03746	EB	ER3 Tile RS	\$ 24.01	Platinum	Heavy
303/601	Factory Floor II	03746	GS	Ethos Tile	\$ 22.19	Platinum	Heavy
303/601	Factory Floor II	03746	CF	Flexaire Tile	\$ 23.31	Gold	Severe
303/601	Factory Floor II	03746	CR	Flexaire Tile RS	\$ 24.43	Gold	Severe
303/601	Field Day	03377	EX	ER3 Tile	\$ 21.43	Platinum	Heavy
303/601	Field Day	03377	EB	ER3 Tile RS	\$ 22.55	Platinum	Heavy
303/601	Field Day	03377	GS	Ethos Tile	\$ 21.43	Platinum	Heavy
303/601	Field Day	03377	CF	Flexaire Tile	\$ 22.55	Gold	Severe
303/601	Field Day	03377	CR	Flexaire Tile RS	\$ 23.67	Gold	Severe
301/601	Field Day	03377	M	Powerbond Cushion	\$ 19.70	Gold	Severe
301/601	Field Day	03377	MR	Powerbond Cushion RS	\$ 20.82	Gold	Severe
301/601	Field Day	03377	GN	Powerbond Ethos Cushion	\$ 21.44	Platinum	Heavy
301/601	Field Day	03377	GR	Powerbond Ethos Cushion RS	\$ 22.56	Platinum	Heavy
303/601	Forward Motion	03853	EX	ER3 Tile	\$ 20.74	Platinum	Heavy
303/601	Forward Motion	03853	EB	ER3 Tile RS	\$ 21.86	Platinum	Heavy
303/601	Forward Motion	03853	GS	Ethos Tile	\$ 20.74	Platinum	Severe
303/601	Forward Motion	03853	CF	Flexaire Tile	\$ 21.86	Gold	Severe
303/601	Forward Motion	03853	CR	Flexaire Tile RS	\$ 22.98	Gold	Severe
301/601	Forward Motion	03853	M	Powerbond Cushion	\$ 19.09	Gold	Severe
301/601	Forward Motion	03853	MR	Powerbond Cushion RS	\$ 20.21	Gold	Severe
301/601	Forward Motion	03853	GN	Powerbond Ethos Cushion	\$ 20.82	Platinum	Heavy
301/601	Forward Motion	03853	GR	Powerbond Ethos Cushion RS	\$ 21.94	Platinum	Heavy
303/601	Garrison	04389	EX	ER3 Tile	\$ 23.92	Platinum	Heavy
303/601	Garrison	04389	EB	ER3 Tile RS	\$ 25.04	Platinum	Heavy
303/601	Garrison	04389	GS	Ethos Tile	\$ 23.92	Platinum	Heavy
303/601	Garrison	04389	CF	Flexaire Tile	\$ 25.04	Gold	Heavy
303/601	Garrison	04389	CR	Flexaire Tile RS	\$ 26.16	Gold	Heavy
301/601	Garrison	04389	M	Powerbond Cushion	\$ 21.42	Gold	Severe
301/601	Garrison	04389	MR	Powerbond Cushion RS	\$ 22.54	Gold	Severe
301/601	Garrison	04389	GN	Powerbond Ethos Cushion	\$ 23.15	Platinum	Heavy
301/601	Garrison	04389	GR	Powerbond Ethos Cushion RS	\$ 24.27	Platinum	Heavy
303/601	Glacial Striae	04370	EX	ER3 Tile	\$ 18.30	Platinum	Heavy
303/601	Glacial Striae	04370	EB	ER3 Tile RS	\$ 19.42	Platinum	Heavy
303/601	Glacial Striae	04370	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Glacial Striae	04370	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Glacial Striae	04370	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Grama Forte	03848	EX	ER3 Tile	\$ 28.28	Platinum	Severe
303/601	Grama Forte	03848	EB	ER3 Tile RS	\$ 29.40	Platinum	Severe
303/601	Grama Forte	03848	GS	Ethos Tile	\$ 28.28	Platinum	Severe
303/601	Grama Forte	03848	CF	Flexaire Tile	\$ 29.40	Gold	Severe
303/601	Grama Forte	03848	CR	Flexaire Tile RS	\$ 30.52	Gold	Severe
303/601	Grid Overlay II	02969	EX	ER3 Tile	\$ 24.20	Platinum	Severe
303/601	Grid Overlay II	02969	EB	ER3 Tile RS	\$ 25.32	Platinum	Heavy
303/601	Grid Overlay II	02969	GS	Ethos Tile	\$ 24.20	Platinum	Heavy
303/601	Grid Overlay II	02969	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Grid Overlay II	02969	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe

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301/601	Grid Overlay II	02969	M	Powerbond Cushion	\$ 21.42	Gold	Severe
301/601	Grid Overlay II	02969	MR	Powerbond Cushion RS	\$ 22.54	Gold	Severe
301/601	Grid Overlay II	02969	GN	Powerbond Ethos Cushion	\$ 23.15	Platinum	Severe
301/601	Grid Overlay II	02969	GR	Powerbond Ethos Cushion RS	\$ 24.27	Platinum	Severe
303/601	Haiku II	02127	EX	ER3 Tile	\$ 26.20	Platinum	Severe
303/601	Haiku II	02127	EB	ER3 Tile RS	\$ 27.32	Platinum	Severe
303/601	Haiku II	02127	GS	Ethos Tile	\$ 26.20	Platinum	Heavy
303/601	Haiku II	02127	CF	Flexaire Tile	\$ 27.32	Gold	Heavy
303/601	Haiku II	02127	CR	Flexaire Tile RS	\$ 28.44	Gold	Heavy
303/601	Halftone	04313	EX	ER3 Tile	\$ 27.24	Platinum	Severe
303/601	Halftone	04313	EB	ER3 Tile RS	\$ 28.36	Platinum	Severe
303/601	Halftone	04313	GS	Ethos Tile	\$ 27.24	Platinum	Severe
303/601	Halftone	04313	CF	Flexaire Tile	\$ 28.36	Gold	Severe
303/601	Halftone	04313	CR	Flexaire Tile RS	\$ 29.48	Gold	Severe
301/601	Halftone	04313	M	Powerbond Cushion	\$ 24.61	Gold	Severe
301/601	Halftone	04313	MR	Powerbond Cushion RS	\$ 25.73	Gold	Severe
301/601	Halftone	04313	GN	Powerbond Ethos Cushion	\$ 26.34	Platinum	Severe
301/601	Halftone	04313	GR	Powerbond Ethos Cushion RS	\$ 27.46	Platinum	Severe
303/601	Haphazard II	03366	EX	ER3 Tile	\$ 26.22	Platinum	Severe
303/601	Haphazard II	03366	EB	ER3 Tile RS	\$ 27.34	Platinum	Severe
303/601	Haphazard II	03366	GS	Ethos Tile	\$ 23.20	Platinum	***
303/601	Haphazard II	03366	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Haphazard II	03366	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe
301/601	Haphazard II	03366	M	Powerbond Cushion	\$ 22.08	Gold	Severe
301/601	Haphazard II	03366	MR	Powerbond Cushion RS	\$ 23.20	Gold	Severe
301/601	Haphazard II	03366	GN	Powerbond Ethos Cushion	\$ 23.81	Platinum	Severe
301/601	Haphazard II	03366	GR	Powerbond Ethos Cushion RS	\$ 24.93	Platinum	Severe
303/601	Haywire	04364	EX	ER3 Tile	\$ 27.79	Platinum	Severe
303/601	Haywire	04364	EB	ER3 Tile RS	\$ 28.91	Platinum	Severe
303/601	Haywire	04364	GS	Ethos Tile	\$ 26.67	Platinum	Severe
303/601	Haywire	04364	CF	Flexaire Tile	\$ 28.91	Gold	Severe
303/601	Haywire	04364	CR	Flexaire Tile RS	\$ 30.03	Gold	Severe
303/601	Helena	03867	EX	ER3 Tile	\$ 29.05	Platinum	Severe
303/601	Helena	03867	EB	ER3 Tile RS	\$ 30.17	Platinum	Severe
303/601	Helena	03867	GS	Ethos Tile	\$ 29.05	Platinum	Severe
303/601	Helena	03867	CF	Flexaire Tile	\$ 30.17	Gold	Severe
303/601	Helena	03867	CR	Flexaire Tile RS	\$ 31.29	Gold	Severe
301/601	Helena	03867	M	Powerbond Cushion	\$ 25.75	Gold	Severe
301/601	Helena	03867	MR	Powerbond Cushion RS	\$ 26.87	Gold	Severe
301/601	Helena	03867	GN	Powerbond Ethos Cushion	\$ 27.49	Platinum	Severe
301/601	Helena	03867	GR	Powerbond Ethos Cushion RS	\$ 28.61	Platinum	Severe
303/601	Infinity	05849	EX	ER3 Tile	\$ 24.94	Platinum	Severe
303/601	Infinity	05849	EB	ER3 Tile RS	\$ 26.06	Platinum	Severe
303/601	Infinity	05849	GS	Ethos Tile	\$ 24.94	Platinum	Heavy
303/601	Infinity	05849	CF	Flexaire Tile	\$ 26.06	Gold	Severe
303/601	Infinity	05849	CR	Flexaire Tile RS	\$ 27.18	Gold	Severe
301/601	Infinity	05849	M	Powerbond Cushion	\$ 21.86	Gold	Severe
301/601	Infinity	05849	MR	Powerbond Cushion RS	\$ 21.86	Gold	Severe
301/601	Infinity	05849	GN	Powerbond Ethos Cushion	\$ 24.72	Platinum	Severe
301/601	Infinity	05849	GR	Powerbond Ethos Cushion RS	\$ 24.72	Platinum	Severe
303/601	Inline	04122	EX	ER3 Tile	\$ 18.56	Platinum	Severe
303/601	Inline	04122	EB	ER3 Tile RS	\$ 19.68	Platinum	Severe
303/601	Inline	04122	GS	Ethos Tile	\$ 18.56	Platinum	Severe
303/601	Inline	04122	CF	Flexaire Tile	\$ 19.68	Gold	Severe
303/601	Inline	04122	CR	Flexaire Tile RS	\$ 20.80	Gold	Severe
303/601	Interchange	04051	EX	ER3 Tile	\$ 18.04	Platinum	Severe
303/601	Interchange	04051	EB	ER3 Tile RS	\$ 19.16	Platinum	Severe
303/601	Interchange	04051	GS	Ethos Tile	\$ 18.04	Platinum	Heavy
303/601	Interchange	04051	CF	Flexaire Tile	\$ 19.16	Gold	Severe
303/601	Interchange	04051	CR	Flexaire Tile RS	\$ 20.28	Gold	Severe
303/601	Intersection	01880	EX	ER3 Tile	\$ 28.46	Platinum	Severe
303/601	Intersection	01880	EB	ER3 Tile RS	\$ 29.58	Platinum	Severe
303/601	Intersection	01880	GS	Ethos Tile	\$ 25.86	Platinum	***



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303/601	Intersection	01880	CF	Flexaire Tile	\$ 26.98	Gold	Severe
303/601	Intersection	01880	CR	Flexaire Tile RS	\$ 28.10	Gold	Severe
301/601	Intersection	01880	M	Powerbond Cushion	\$ 25.02	Gold	Severe
301/601	Intersection	01880	MR	Powerbond Cushion RS	\$ 26.14	Gold	Severe
301/601	Intersection	01880	GN	Powerbond Ethos Cushion	\$ 26.76	Platinum	Heavy
303/601	Jackson	04334	EX	ER3 Tile	\$ 25.39	Platinum	Heavy
303/601	Jackson	04334	EB	ER3 Tile RS	\$ 26.51	Platinum	Heavy
303/601	Jackson	04334	GS	Ethos Tile	\$ 25.39	Platinum	Severe
303/601	Jackson	04334	CF	Flexaire Tile	\$ 26.51	Gold	Heavy
303/601	Jackson	04334	CR	Flexaire Tile RS	\$ 27.63	Gold	Heavy
301/601	Jackson	04334	M	Powerbond Cushion	\$ 22.84	Gold	Severe
301/601	Jackson	04334	MR	Powerbond Cushion RS	\$ 23.96	Gold	Severe
301/601	Jackson	04334	GN	Powerbond Ethos Cushion	\$ 24.57	Platinum	Heavy
301/601	Jackson	04334	GR	Powerbond Ethos Cushion RS	\$ 25.69	Platinum	Heavy
303/601	Jasper	04078	EX	ER3 Tile	\$ 27.67	Platinum	Severe
303/601	Jasper	04078	EB	ER3 Tile RS	\$ 28.79	Platinum	Severe
303/601	Jasper	04078	GS	Ethos Tile	\$ 27.67	Platinum	Severe
303/601	Jasper	04078	CF	Flexaire Tile	\$ 28.79	Gold	Severe
303/601	Jasper	04078	CR	Flexaire Tile RS	\$ 29.91	Gold	Severe
301/601	Jasper	04078	M	Powerbond Cushion	\$ 25.16	Gold	Severe
301/601	Jasper	04078	MR	Powerbond Cushion RS	\$ 26.28	Gold	Severe
301/601	Jasper	04078	GN	Powerbond Ethos Cushion	\$ 26.89	Platinum	Severe
301/601	Jasper	04078	GR	Powerbond Ethos Cushion RS	\$ 28.01	Platinum	Severe
303/601	Landform Colours	04072	EX	ER3 Tile	\$ 25.72	Platinum	Heavy
303/601	Landform Colours	04072	EB	ER3 Tile RS	\$ 26.84	Platinum	Heavy
303/601	Landform Colours	04072	GS	Ethos Tile	\$ 25.72	Platinum	Severe
303/601	Landform Colours	04072	CF	Flexaire Tile	\$ 26.84	Gold	Severe
303/601	Landform Colours	04072	CR	Flexaire Tile RS	\$ 27.96	Gold	Severe
303/601	Landscape Colours	03223	EX	ER3 Tile	\$ 37.72	Platinum	Heavy
303/601	Landscape Colours	03223	EB	ER3 Tile RS	\$ 38.84	Platinum	Heavy
303/601	Landscape Colours	03223	CF	Flexaire Tile	\$ 38.84	Gold	Severe
303/601	Landscape Colours	03223	CR	Flexaire Tile RS	\$ 39.96	Gold	Severe
301/601	Landscape Colours	03223	M	Powerbond Cushion	\$ 35.20	Gold	Severe
301/601	Landscape Colours	03223	MR	Powerbond Cushion RS	\$ 36.32	Gold	Severe
301/601	Landscape Colours	03223	GN	Powerbond Ethos Cushion	\$ 36.94	Platinum	Severe
301/601	Landscape Colours	03223	GR	Powerbond Ethos Cushion RS	\$ 38.06	Platinum	Severe
303/601	Liana	04164	EX	ER3 Tile	\$ 28.00	Platinum	Severe
303/601	Liana	04164	EB	ER3 Tile RS	\$ 29.12	Platinum	Severe
303/601	Liana	04164	GS	Ethos Tile	\$ 28.00	Platinum	Severe
303/601	Liana	04164	CF	Flexaire Tile	\$ 29.12	Gold	Severe
303/601	Liana	04164	CR	Flexaire Tile RS	\$ 30.24	Gold	Severe
301/601	Liana	04164	M	Powerbond Cushion	\$ 25.56	Gold	Severe
301/601	Liana	04164	MR	Powerbond Cushion RS	\$ 26.68	Gold	Severe
301/601	Liana	04164	GN	Powerbond Ethos Cushion	\$ 27.30	Platinum	Severe
301/601	Liana	04164	GR	Powerbond Ethos Cushion RS	\$ 28.42	Platinum	Severe
303/601	Llano Firma II	02667	EX	ER3 Tile	\$ 60.26	Platinum	Heavy
303/601	Llano Firma II	02667	EB	ER3 Tile RS	\$ 61.38	Platinum	Heavy
303/601	Llano Firma II	02667	GS	Ethos Tile	\$ 58.02	Platinum	Severe
303/601	Llano Firma II	02667	CF	Flexaire Tile	\$ 59.14	Gold	Heavy
303/601	Llano Firma II	02667	CR	Flexaire Tile RS	\$ 60.26	Gold	Heavy
303/601	Locale II	03757	EX	ER3 Tile	\$ 29.86	Platinum	Severe
303/601	Locale II	03757	EB	ER3 Tile RS	\$ 30.98	Platinum	Severe
303/601	Locale II	03757	GS	Ethos Tile	\$ 28.74	Platinum	Severe
303/601	Locale II	03757	CF	Flexaire Tile	\$ 30.98	Gold	Severe
303/601	Locale II	03757	CR	Flexaire Tile RS	\$ 32.10	Gold	Severe
301/601	Locale II	03757	M	Powerbond Cushion	\$ 27.11	Gold	Severe
301/601	Locale II	03757	MR	Powerbond Cushion RS	\$ 28.23	Gold	Severe
301/601	Locale II	03757	GN	Powerbond Ethos Cushion	\$ 28.84	Platinum	Severe
301/601	Locale II	03757	GR	Powerbond Ethos Cushion RS	\$ 28.84	Platinum	Severe
303/601	Longitude	04318	EX	ER3 Tile	\$ 22.19	Platinum	Heavy
303/601	Longitude	04318	EB	ER3 Tile RS	\$ 23.31	Platinum	Heavy
303/601	Longitude	04318	GS	Ethos Tile	\$ 22.19	Platinum	Heavy
303/601	Longitude	04318	CF	Flexaire Tile	\$ 23.31	Gold	Severe

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303/601	Longitude	04318	CR	Flexaire Tile RS	\$ 24.43	Gold	Severe
301/601	Longitude	04318	M	Powerbond Cushion	\$ 21.07	Gold	Heavy
301/601	Longitude	04318	MR	Powerbond Cushion RS	\$ 22.19	Gold	Heavy
301/601	Longitude	04318	GN	Powerbond Ethos Cushion	\$ 22.80	Platinum	Heavy
301/601	Longitude	04318	GR	Powerbond Ethos Cushion RS	\$ 23.92	Platinum	Heavy
303/601	Lumen	04087	GS	Ethos Tile	\$ 32.65	Platinum	Heavy
303/601	Manufactured Landscapes	03136	EX	ER3 Tile	\$ 37.11	Platinum	Severe
303/601	Manufactured Landscapes	03136	EB	ER3 Tile RS	\$ 38.23	Platinum	Severe
303/601	Manufactured Landscapes	03136	CF	Flexaire Tile	\$ 38.23	Gold	Severe
303/601	Manufactured Landscapes	03136	CR	Flexaire Tile RS	\$ 39.35	Gold	Severe
301/601	Manufactured Landscapes	03136	M	Powerbond Cushion	\$ 34.68	Gold	Severe
301/601	Manufactured Landscapes	03136	MR	Powerbond Cushion RS	\$ 35.80	Gold	Severe
301/601	Manufactured Landscapes	03136	GN	Powerbond Ethos Cushion	\$ 36.41	Platinum	Severe
301/601	Manufactured Landscapes	03136	GR	Powerbond Ethos Cushion RS	\$ 37.53	Platinum	Severe
303/601	Merge	03550	EX	ER3 Tile	\$ 18.82	Platinum	Severe
303/601	Merge	03550	EB	ER3 Tile RS	\$ 20.49	Platinum	Severe
303/601	Merge	03550	GS	Ethos Tile	\$ 18.82	Platinum	Heavy
303/601	Merge	03550	CF	Flexaire Tile	\$ 20.49	Gold	Severe
303/601	Merge	03550	CR	Flexaire Tile RS	\$ 21.61	Gold	Severe
303/601	Meristem	03310	EX	ER3 Tile	\$ 26.65	Platinum	Heavy
303/601	Meristem	03310	EB	ER3 Tile RS	\$ 27.77	Platinum	Heavy
303/601	Meristem	03310	GS	Ethos Tile	\$ 27.77	Platinum	Severe
303/601	Meristem	03310	CF	Flexaire Tile	\$ 27.77	Gold	Severe
303/601	Meristem	03310	CR	Flexaire Tile RS	\$ 28.89	Gold	Severe
301/601	Meristem	03310	M	Powerbond Cushion	\$ 24.43	Gold	Heavy
301/601	Meristem	03310	MR	Powerbond Cushion RS	\$ 25.55	Gold	Heavy
301/601	Meristem	03310	GN	Powerbond Ethos Cushion	\$ 27.28	Platinum	Heavy
301/601	Meristem	03310	GR	Powerbond Ethos Cushion RS	\$ 28.40	Platinum	Heavy
303/601	Monologue	03671	EX	ER3 Tile	\$ 28.46	Platinum	Heavy
303/601	Monologue	03671	EB	ER3 Tile RS	\$ 29.58	Platinum	Heavy
303/601	Monologue	03671	GS	Ethos Tile	\$ 28.46	Platinum	Heavy
303/601	Monologue	03671	CF	Flexaire Tile	\$ 29.58	Gold	Heavy
303/601	Monologue	03671	CR	Flexaire Tile RS	\$ 30.70	Gold	Heavy
301/601	Monologue	03671	M	Powerbond Cushion	\$ 25.06	Gold	Severe
301/601	Monologue	03671	MR	Powerbond Cushion RS	\$ 26.18	Gold	Severe
301/601	Monologue	03671	GN	Powerbond Ethos Cushion	\$ 26.79	Platinum	Heavy
301/601	Monologue	03671	GR	Powerbond Ethos Cushion RS	\$ 27.91	Platinum	Heavy
303/601	Monumento	03588	EX	ER3 Tile	\$ 28.74	Platinum	Heavy
303/601	Monumento	03588	EB	ER3 Tile RS	\$ 29.86	Platinum	Heavy
303/601	Monumento	03588	GS	Ethos Tile	\$ 28.36	Platinum	Heavy
303/601	Monumento	03588	CF	Flexaire Tile	\$ 29.86	Gold	Severe
303/601	Monumento	03588	CR	Flexaire Tile RS	\$ 30.98	Gold	Severe
301/601	Monumento	03588	M	Powerbond Cushion	\$ 25.54	Gold	Severe
301/601	Monumento	03588	MR	Powerbond Cushion RS	\$ 26.66	Gold	Severe
301/601	Monumento	03588	GN	Powerbond Ethos Cushion	\$ 26.15	Platinum	Heavy
301/601	Monumento	03588	GR	Powerbond Ethos Cushion RS	\$ 26.68	Platinum	Heavy
303/601	Nonconform II	03748	EX	ER3 Tile	\$ 25.73	Platinum	Severe
303/601	Nonconform II	03748	EB	ER3 Tile RS	\$ 26.85	Platinum	Severe
303/601	Nonconform II	03748	GS	Ethos Tile	\$ 25.31	Platinum	Heavy
301/601	Nonconform II	03748	M	Powerbond Cushion	\$ 23.57	Gold	Heavy
301/601	Nonconform II	03748	MR	Powerbond Cushion RS	\$ 24.69	Gold	Heavy
301/601	Nonconform II	03748	GN	Powerbond Ethos Cushion	\$ 25.30	Platinum	Heavy
301/601	Nonconform II	03748	GR	Powerbond Ethos Cushion RS	\$ 26.42	Platinum	Heavy
303/601	Nonconform II	03748	CF	Flexaire Tile	\$ 26.85	Gold	Severe
303/601	Nonconform II	03748	CR	Flexaire Tile RS	\$ 27.97	Gold	Severe
303/601	Overlay Accent	02977	EX	ER3 Tile	\$ 24.14	Platinum	Heavy
303/601	Overlay Accent	02977	EB	ER3 Tile RS	\$ 25.26	Platinum	Heavy
303/601	Overlay Accent	02977	GS	Ethos Tile	\$ 23.79	Platinum	Heavy
303/601	Overlay Accent	02977	CF	Flexaire Tile	\$ 25.26	Gold	Severe
303/601	Overlay Accent	02977	CR	Flexaire Tile RS	\$ 26.38	Gold	Severe
303/601	Paradigm	04316	EX	ER3 Tile	\$ 23.20	Platinum	Heavy
303/601	Paradigm	04316	EB	ER3 Tile RS	\$ 24.32	Platinum	Heavy
303/601	Paradigm	04316	GS	Ethos Tile	\$ 23.20	Platinum	Heavy

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303/601	Paradigm	04316	CF	Flexaire Tile	\$ 25.44	Gold	Severe
303/601	Paradigm	04316	CR	Flexaire Tile RS	\$ 26.56	Gold	Severe
301/601	Paradigm	04316	M	Powerbond Cushion	\$ 22.08	Gold	Heavy
301/601	Paradigm	04316	MR	Powerbond Cushion RS	\$ 23.20	Gold	Heavy
301/601	Paradigm	04316	GN	Powerbond Ethos Cushion	\$ 23.31	Platinum	Severe
301/601	Paradigm	04316	GR	Powerbond Ethos Cushion RS	\$ 24.43	Platinum	Severe
303/601	Passport	03352	EX	ER3 Tile	\$ 23.24	Platinum	Severe
303/601	Passport	03352	EB	ER3 Tile RS	\$ 24.36	Platinum	Severe
303/601	Passport	03352	GS	Ethos Tile	\$ 21.56	Platinum	Heavy
303/601	Passport	03352	CF	Flexaire Tile	\$ 23.04	Gold	Severe
303/601	Passport	03352	CR	Flexaire Tile RS	\$ 24.16	Gold	Severe
303/601	Pietra	03101	EX	ER3 Tile	\$ 30.69	Platinum	Severe
303/601	Pietra	03101	EB	ER3 Tile RS	\$ 31.81	Platinum	Severe
303/601	Pietra	03101	GS	Ethos Tile	\$ 30.69	Platinum	Heavy
303/601	Pietra	03101	CF	Flexaire Tile	\$ 31.81	Gold	Severe
303/601	Pietra	03101	CR	Flexaire Tile RS	\$ 32.93	Gold	Severe
303/601	Pirouette	03669	EX	ER3 Tile	\$ 30.03	Platinum	Severe
303/601	Pirouette	03669	EB	ER3 Tile RS	\$ 31.15	Platinum	Severe
303/601	Pirouette	03669	GS	Ethos Tile	\$ 30.03	Platinum	Heavy
303/601	Pirouette	03669	CF	Flexaire Tile	\$ 31.15	Gold	Severe
303/601	Pirouette	03669	CR	Flexaire Tile RS	\$ 32.27	Gold	Severe
301/601	Pirouette	03669	M	Powerbond Cushion	\$ 27.28	Gold	Severe
301/601	Pirouette	03669	MR	Powerbond Cushion RS	\$ 28.40	Gold	Severe
301/601	Pirouette	03669	GN	Powerbond Ethos Cushion	\$ 29.02	Platinum	Heavy
301/601	Pirouette	03669	GR	Powerbond Ethos Cushion RS	\$ 30.14	Platinum	Heavy
303/601	Plexus Accents II	05112	EX	ER3 Tile	\$ 38.41	Platinum	***
303/601	Plexus Accents II	05112	EB	ER3 Tile RS	\$ 39.53	Platinum	***
303/601	Plexus Accents II	05112	GS	Ethos Tile	\$ 38.41	Platinum	***
303/601	Plexus Accents II	05112	CF	Flexaire Tile	\$ 39.53	Gold	***
303/601	Plexus Accents II	05112	CR	Flexaire Tile RS	\$ 40.65	Gold	***
303/601	Plexus Colour IV	02875	EX	ER3 Tile	\$ 27.36	Platinum	Severe
303/601	Plexus Colour IV	02875	EB	ER3 Tile RS	\$ 28.48	Platinum	Severe
303/601	Plexus Colour IV	02875	GS	Ethos Tile	\$ 26.62	Platinum	Severe
303/601	Plexus Colour IV	02875	CF	Flexaire Tile	\$ 27.91	Gold	Severe
303/601	Plexus Colour IV	02875	CR	Flexaire Tile RS	\$ 29.03	Gold	Severe
301/601	Plexus Colour IV	02875	M	Powerbond Cushion	\$ 23.60	Gold	Severe
301/601	Plexus Colour IV	02875	MR	Powerbond Cushion RS	\$ 24.72	Gold	Severe
301/601	Plexus Colour IV	02875	GN	Powerbond Ethos Cushion	\$ 25.75	Platinum	Severe
301/601	Plexus Colour IV	02875	GR	Powerbond Ethos Cushion RS	\$ 26.87	Platinum	Severe
301/601	Poise	03670	M	Powerbond Cushion	\$ 24.83	Gold	Severe
301/601	Poise	03670	MR	Powerbond Cushion RS	\$ 25.95	Gold	Severe
301/601	Poise	03670	GN	Powerbond Ethos Cushion	\$ 26.57	Platinum	Severe
301/601	Poise	03670	GR	Powerbond Ethos Cushion RS	\$ 27.69	Platinum	Severe
303/601	Prism	03713	EX	ER3 Tile	\$ 28.51	Platinum	Heavy
303/601	Prism	03713	EB	ER3 Tile RS	\$ 29.63	Platinum	Heavy
303/601	Prism	03713	GS	Ethos Tile	\$ 28.51	Platinum	Heavy
303/601	Prism	03713	CF	Flexaire Tile	\$ 29.63	Gold	Heavy
303/601	Prism	03713	CR	Flexaire Tile RS	\$ 30.75	Gold	Heavy
301/601	Prism	03713	M	Powerbond Cushion	\$ 26.53	Gold	Heavy
301/601	Prism	03713	MR	Powerbond Cushion RS	\$ 27.65	Gold	Heavy
301/601	Prism	03713	GN	Powerbond Ethos Cushion	\$ 28.27	Platinum	Heavy
301/601	Prism	03713	GR	Powerbond Ethos Cushion RS	\$ 29.39	Platinum	Heavy
303/601	Punctuate	04251	EX	ER3 Tile	\$ 24.20	Platinum	Heavy
303/601	Punctuate	04251	EB	ER3 Tile RS	\$ 25.32	Platinum	Heavy
303/601	Punctuate	04251	GS	Ethos Tile	\$ 24.20	Platinum	Heavy
303/601	Punctuate	04251	CF	Flexaire Tile	\$ 25.32	Gold	Severe
303/601	Punctuate	04251	CR	Flexaire Tile RS	\$ 26.44	Gold	Severe
301/601	Punctuate	04251	M	Powerbond Cushion	\$ 23.08	Gold	Severe
301/601	Punctuate	04251	MR	Powerbond Cushion RS	\$ 24.20	Gold	Severe
301/601	Punctuate	04251	GN	Powerbond Ethos Cushion	\$ 24.82	Platinum	Heavy
301/601	Punctuate	04251	GR	Powerbond Ethos Cushion RS	\$ 25.94	Platinum	Heavy
303/601	Radiant	04085	GS	Ethos Tile	\$ 32.28	Platinum	Severe
303/601	Ratio	03589	EX	ER3 Tile	\$ 29.87	Platinum	Heavy

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303/601	Ratio	03589	EB	ER3 Tile RS	\$ 30.99	Platinum	Heavy
303/601	Ratio	03589	GS	Ethos Tile	\$ 29.09	Platinum	Severe
303/601	Ratio	03589	CF	Flexaire Tile	\$ 30.60	Gold	Heavy
303/601	Ratio	03589	CR	Flexaire Tile RS	\$ 31.72	Gold	Heavy
301/601	Ratio	03589	M	Powerbond Cushion	\$ 22.74	Gold	Heavy
301/601	Ratio	03589	MR	Powerbond Cushion RS	\$ 24.50	Gold	Heavy
301/601	Ratio	03589	GN	Powerbond Ethos Cushion	\$ 24.60	Platinum	Heavy
301/601	Ratio	03589	GR	Powerbond Ethos Cushion RS	\$ 25.72	Platinum	Heavy
301/601	River's Edge	03936	M	Powerbond Cushion	\$ 25.63	Gold	Severe
301/601	River's Edge	03936	MR	Powerbond Cushion RS	\$ 26.75	Gold	Severe
301/601	River's Edge	03936	GN	Powerbond Ethos Cushion	\$ 27.36	Platinum	Severe
301/601	River's Edge	03936	GR	Powerbond Ethos Cushion RS	\$ 28.48	Platinum	Severe
303/601	Rock Solid	04321	EX	ER3 Tile	\$ 18.30	Platinum	Heavy
303/601	Rock Solid	04321	EB	ER3 Tile RS	\$ 19.42	Platinum	Heavy
303/601	Rock Solid	04321	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Rock Solid	04321	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Rock Solid	04321	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Rousette	04121	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Rousette	04121	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Rousette	04121	GS	Ethos Tile	\$ 18.30	Platinum	Heavy
303/601	Rousette	04121	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Rousette	04121	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Runaway II	03164	EX	ER3 Tile	\$ 24.87	Platinum	Severe
303/601	Runaway II	03164	EB	ER3 Tile RS	\$ 25.99	Platinum	Severe
303/601	Runaway II	03164	GS	Ethos Tile	\$ 25.99	Platinum	Heavy
303/601	Runaway II	03164	CF	Flexaire Tile	\$ 27.11	Gold	Severe
303/601	Runaway II	03164	CR	Flexaire Tile RS	\$ 28.23	Gold	Severe
301/601	Runaway II	03164	M	Powerbond Cushion	\$ 23.06	Gold	Severe
301/601	Runaway II	03164	MR	Powerbond Cushion RS	\$ 24.18	Gold	Severe
301/601	Runaway II	03164	GN	Powerbond Ethos Cushion	\$ 24.80	Platinum	Severe
301/601	Runaway II	03164	GR	Powerbond Ethos Cushion RS	\$ 25.92	Platinum	Severe
303/601	Sail Away	01433	EX	ER3 Tile	\$ 19.64	Platinum	Severe
303/601	Sail Away	01433	EB	ER3 Tile RS	\$ 20.61	Platinum	Severe
303/601	Sail Away	01433	GS	Ethos Tile	\$ 23.77	Platinum	Heavy
303/601	Sail Away	01433	CF	Flexaire Tile	\$ 25.11	Gold	Heavy
303/601	Sail Away	01433	CR	Flexaire Tile RS	\$ 26.23	Gold	Heavy
301/601	Sail Away	01433	M	Powerbond Cushion	\$ 19.60	Gold	Severe
301/601	Sail Away	01433	MR	Powerbond Cushion RS	\$ 20.72	Gold	Severe
301/601	Sail Away	01433	GN	Powerbond Ethos Cushion	\$ 21.34	Platinum	Heavy
301/601	Sail Away	01433	GR	Powerbond Ethos Cushion RS	\$ 22.46	Platinum	Heavy
303/601	Savoya	03989	EX	ER3 Tile	\$ 29.93	Platinum	Heavy
303/601	Savoya	03989	EB	ER3 Tile RS	\$ 31.05	Platinum	Heavy
303/601	Savoya	03989	GS	Ethos Tile	\$ 29.93	Platinum	Heavy
303/601	Savoya	03989	CF	Flexaire Tile	\$ 31.05	Gold	Heavy
303/601	Savoya	03989	CR	Flexaire Tile RS	\$ 32.17	Gold	Heavy
301/601	Savoya	03989	M	Powerbond Cushion	\$ 26.62	Gold	Heavy
301/601	Savoya	03989	MR	Powerbond Cushion RS	\$ 27.74	Gold	Heavy
301/601	Savoya	03989	GN	Powerbond Ethos Cushion	\$ 28.36	Platinum	Heavy
301/601	Savoya	03989	GR	Powerbond Ethos Cushion RS	\$ 29.48	Platinum	Heavy
303/601	Screentone	04338	EX	ER3 Tile	\$ 26.64	Platinum	Severe
303/601	Screentone	04338	EB	ER3 Tile RS	\$ 27.76	Platinum	Severe
303/601	Screentone	04338	GS	Ethos Tile	\$ 26.64	Platinum	Severe
303/601	Screentone	04338	CF	Flexaire Tile	\$ 27.76	Gold	Severe
303/601	Screentone	04338	CR	Flexaire Tile RS	\$ 28.88	Gold	Severe
301/601	Screentone	04338	M	Powerbond Cushion	\$ 23.96	Gold	Heavy
301/601	Screentone	04338	MR	Powerbond Cushion RS	\$ 25.08	Gold	Heavy
301/601	Screentone	04338	GN	Powerbond Ethos Cushion	\$ 25.69	Platinum	Heavy
301/601	Screentone	04338	GR	Powerbond Ethos Cushion RS	\$ 26.81	Platinum	Heavy
303/601	Screentone Stripe	04337	EX	ER3 Tile	\$ 27.46	Platinum	Heavy
303/601	Screentone Stripe	04337	EB	ER3 Tile RS	\$ 28.58	Platinum	Heavy
303/601	Screentone Stripe	04337	GS	Ethos Tile	\$ 27.46	Platinum	Heavy
303/601	Screentone Stripe	04337	CF	Flexaire Tile	\$ 28.58	Gold	Heavy
303/601	Screentone Stripe	04337	CR	Flexaire Tile RS	\$ 29.70	Gold	Heavy



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301/601	Screentone Stripe	04337	M	Powerbond Cushion	\$ 25.18	Gold	Severe
301/601	Screentone Stripe	04337	MR	Powerbond Cushion RS	\$ 26.30	Gold	Severe
301/601	Screentone Stripe	04337	GN	Powerbond Ethos Cushion	\$ 26.92	Platinum	Heavy
301/601	Screentone Stripe	04337	GR	Powerbond Ethos Cushion RS	\$ 28.04	Platinum	Heavy
303/601	Sentinel II	02409	EX	ER3 Tile	\$ 24.93	Platinum	Severe
303/601	Sentinel II	02409	EB	ER3 Tile RS	\$ 26.05	Platinum	Severe
303/601	Sentinel II	02409	GS	Ethos Tile	\$ 24.22	Platinum	Severe
303/601	Sentinel II	02409	CF	Flexaire Tile	\$ 25.34	Gold	Severe
303/601	Sentinel II	02409	CR	Flexaire Tile RS	\$ 26.46	Gold	Severe
301/601	Sentinel II	02409	M	Powerbond Cushion	\$ 22.20	Gold	Severe
301/601	Sentinel II	02409	MR	Powerbond Cushion RS	\$ 23.32	Gold	Severe
301/601	Sentinel II	02409	GN	Powerbond Ethos Cushion	\$ 23.20	Platinum	Severe
301/601	Sentinel II	02409	GR	Powerbond Ethos Cushion RS	\$ 24.32	Platinum	Severe
303/601	Sentry	04390	EX	ER3 Tile	\$ 22.48	Platinum	Heavy
303/601	Sentry	04390	EB	ER3 Tile RS	\$ 23.60	Platinum	Heavy
303/601	Sentry	04390	GS	Ethos Tile	\$ 22.48	Platinum	Heavy
303/601	Sentry	04390	CF	Flexaire Tile	\$ 23.60	Gold	Heavy
303/601	Sentry	04390	CR	Flexaire Tile RS	\$ 24.72	Gold	Heavy
301/601	Sentry	04390	M	Powerbond Cushion	\$ 20.46	Gold	Heavy
301/601	Sentry	04390	MR	Powerbond Cushion RS	\$ 21.58	Gold	Heavy
301/601	Sentry	04390	GN	Powerbond Ethos Cushion	\$ 22.20	Platinum	Heavy
301/601	Sentry	04390	GR	Powerbond Ethos Cushion RS	\$ 23.32	Platinum	Heavy
301/601	South Branch	03934	M	Powerbond Cushion	\$ 28.91	Gold	Severe
301/601	South Branch	03934	MR	Powerbond Cushion RS	\$ 30.03	Gold	Severe
301/601	South Branch	03934	GN	Powerbond Ethos Cushion	\$ 30.03	Platinum	Severe
301/601	South Branch	03934	GR	Powerbond Ethos Cushion RS	\$ 32.27	Platinum	Severe
303/601	Spun	03656	EX	ER3 Tile	\$ 32.67	Platinum	Severe
303/601	Spun	03656	EB	ER3 Tile RS	\$ 31.93	Platinum	Severe
303/601	Spun	03656	GS	Ethos Tile	\$ 31.93	Platinum	Severe
303/601	Spun	03656	CF	Flexaire Tile	\$ 31.93	Gold	Severe
303/601	Spun	03656	CR	Flexaire Tile RS	\$ 31.93	Gold	Severe
301/601	Spun	03656	M	Powerbond Cushion	\$ 29.37	Gold	Severe
301/601	Spun	03656	MR	Powerbond Cushion RS	\$ 30.49	Gold	Severe
301/601	Spun	03656	GN	Powerbond Ethos Cushion	\$ 31.10	Platinum	Severe
301/601	Spun	03656	GR	Powerbond Ethos Cushion RS	\$ 32.22	Platinum	Severe
303/601	Stack 9	04332	EX	ER3 Tile	\$ 26.31	Platinum	Severe
303/601	Stack 9	04332	EB	ER3 Tile RS	\$ 27.43	Platinum	Severe
303/601	Stack 9	04332	GS	Ethos Tile	\$ 26.31	Platinum	Heavy
303/601	Stack 9	04332	CF	Flexaire Tile	\$ 32.22	Gold	Heavy
303/601	Stack 9	04332	CR	Flexaire Tile RS	\$ 32.22	Gold	Heavy
301/601	Stack 9	04332	M	Powerbond Cushion	\$ 24.06	Gold	Heavy
301/601	Stack 9	04332	MR	Powerbond Cushion RS	\$ 25.18	Gold	Heavy
301/601	Stack 9	04332	GN	Powerbond Ethos Cushion	\$ 26.32	Platinum	Heavy
301/601	Stack 9	04332	GR	Powerbond Ethos Cushion RS	\$ 27.44	Platinum	Heavy
303/601	Street Life	03973	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Street Life	03973	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Street Life	03973	GS	Ethos Tile	\$ 18.30	Platinum	Severe
303/601	Street Life	03973	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Street Life	03973	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	String Theory	04415	EX	ER3 Tile	\$ 25.62	Platinum	Heavy
303/601	String Theory	04415	EB	ER3 Tile RS	\$ 26.74	Platinum	Heavy
303/601	String Theory	04415	GS	Ethos Tile	\$ 25.62	Platinum	Severe
303/601	String Theory	04415	CF	Flexaire Tile	\$ 26.74	Gold	Severe
303/601	String Theory	04415	CR	Flexaire Tile RS	\$ 27.86	Gold	Severe
301/601	String Theory	04415	M	Powerbond Cushion	\$ 23.13	Gold	Severe
301/601	String Theory	04415	MR	Powerbond Cushion RS	\$ 24.25	Gold	Severe
301/601	String Theory	04415	GN	Powerbond Ethos Cushion	\$ 24.87	Platinum	Heavy
301/601	String Theory	04415	GR	Powerbond Ethos Cushion RS	\$ 25.99	Platinum	Heavy
303/601	Tableau	03900	EX	ER3 Tile	\$ 30.60	Platinum	Heavy
303/601	Tableau	03900	EB	ER3 Tile RS	\$ 31.72	Platinum	Heavy
303/601	Tableau	03900	GS	Ethos Tile	\$ 30.60	Platinum	Severe
303/601	Tableau	03900	CF	Flexaire Tile	\$ 31.72	Gold	Severe
303/601	Tableau	03900	CR	Flexaire Tile RS	\$ 32.84	Gold	Severe

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301/601	Tableau	03900	M	Powerbond Cushion	\$ 27.31	Gold	Severe
301/601	Tableau	03900	MR	Powerbond Cushion RS	\$ 28.43	Gold	Severe
301/601	Tableau	03900	GN	Powerbond Ethos Cushion	\$ 29.04	Platinum	Severe
301/601	Tableau	03900	GR	Powerbond Ethos Cushion RS	\$ 30.16	Platinum	Severe
303/601	Tanka II	02499	EX	ER3 Tile	\$ 26.87	Platinum	Severe
303/601	Tanka II	02499	EB	ER3 Tile RS	\$ 27.99	Platinum	Severe
303/601	Tanka II	02499	GS	Ethos Tile	\$ 26.87	Platinum	Heavy
303/601	Tanka II	02499	CF	Flexaire Tile	\$ 27.99	Gold	Severe
303/601	Tanka II	02499	CR	Flexaire Tile RS	\$ 29.11	Gold	Severe
303/601	Tenera	04120	EX	ER3 Tile	\$ 25.31	Platinum	Severe
303/601	Tenera	04120	EB	ER3 Tile RS	\$ 26.43	Platinum	Severe
303/601	Tenera	04120	GS	Ethos Tile	\$ 25.31	Platinum	Severe
303/601	Tenera	04120	CF	Flexaire Tile	\$ 26.43	Gold	Severe
303/601	Tenera	04120	CR	Flexaire Tile RS	\$ 27.55	Gold	Severe
301/601	Tenera	04120	M	Powerbond Cushion	\$ 23.15	Gold	Severe
301/601	Tenera	04120	MR	Powerbond Cushion RS	\$ 24.27	Gold	Severe
301/601	Tenera	04120	GN	Powerbond Ethos Cushion	\$ 24.89	Platinum	Severe
301/601	Tenera	04120	GR	Powerbond Ethos Cushion RS	\$ 26.01	Platinum	Severe
303/601	Thoroughfare	04042	EX	ER3 Tile	\$ 18.30	Platinum	Severe
303/601	Thoroughfare	04042	EB	ER3 Tile RS	\$ 19.42	Platinum	Severe
303/601	Thoroughfare	04042	GS	Ethos Tile	\$ 18.30	Platinum	Severe
303/601	Thoroughfare	04042	CF	Flexaire Tile	\$ 19.42	Gold	Severe
303/601	Thoroughfare	04042	CR	Flexaire Tile RS	\$ 20.54	Gold	Severe
303/601	Top Shelf	03606	EX	ER3 Tile	\$ 25.13	Platinum	Heavy
303/601	Top Shelf	03606	EB	ER3 Tile RS	\$ 26.25	Platinum	Heavy
303/601	Top Shelf	03606	GS	Ethos Tile	\$ 22.64	Platinum	Heavy
303/601	Top Shelf	03606	CF	Flexaire Tile	\$ 23.76	Gold	Severe
303/601	Top Shelf	03606	CR	Flexaire Tile RS	\$ 24.88	Gold	Severe
303/601	Topia	04165	EX	ER3 Tile	\$ 29.01	Platinum	Severe
303/601	Topia	04165	EB	ER3 Tile RS	\$ 30.13	Platinum	Severe
303/601	Topia	04165	GS	Ethos Tile	\$ 29.01	Platinum	Severe
303/601	Topia	04165	CF	Flexaire Tile	\$ 29.65	Gold	Severe
303/601	Topia	04165	CR	Flexaire Tile RS	\$ 30.77	Gold	Severe
301/601	Topia	04165	M	Powerbond Cushion	\$ 26.49	Gold	Severe
301/601	Topia	04165	MR	Powerbond Cushion RS	\$ 27.61	Gold	Severe
301/601	Topia	04165	GN	Powerbond Ethos Cushion	\$ 28.23	Platinum	Severe
301/601	Topia	04165	GR	Powerbond Ethos Cushion RS	\$ 29.35	Platinum	Severe
303/601	Trajectory	03913	EX	ER3 Tile	\$ 27.00	Platinum	Severe
303/601	Trajectory	03913	EB	ER3 Tile RS	\$ 28.12	Platinum	Severe
303/601	Trajectory	03913	GS	Ethos Tile	\$ 26.79	Platinum	Heavy
303/601	Trajectory	03913	CF	Flexaire Tile	\$ 27.91	Gold	Heavy
303/601	Trajectory	03913	CR	Flexaire Tile RS	\$ 28.83	Gold	Heavy
301/601	Trajectory	03913	M	Powerbond Cushion	\$ 24.20	Gold	Severe
301/601	Trajectory	03913	MR	Powerbond Cushion RS	\$ 25.32	Gold	Severe
301/601	Trajectory	03913	GN	Powerbond Ethos Cushion	\$ 25.94	Platinum	Severe
301/601	Trajectory	03913	GR	Powerbond Ethos Cushion RS	\$ 27.06	Platinum	Severe
303/601	Transfer	04339	EX	ER3 Tile	\$ 26.64	Platinum	Severe
303/601	Transfer	04339	EB	ER3 Tile RS	\$ 27.76	Platinum	Severe
303/601	Transfer	04339	GS	Ethos Tile	\$ 26.64	Platinum	Severe
303/601	Transfer	04339	CF	Flexaire Tile	\$ 27.76	Gold	Severe
303/601	Transfer	04339	CR	Flexaire Tile RS	\$ 28.88	Gold	Severe
301/601	Tributary	03937	M	Powerbond Cushion	\$ 27.43	Gold	Severe
301/601	Tributary	03937	MR	Powerbond Cushion RS	\$ 28.55	Gold	Severe
301/601	Tributary	03937	GN	Powerbond Ethos Cushion	\$ 29.59	Platinum	Severe
301/601	Tributary	03937	GR	Powerbond Ethos Cushion RS	\$ 30.71	Platinum	Severe
303/601	Triptych	04331	EX	ER3 Tile	\$ 25.95	Platinum	Heavy
303/601	Triptych	04331	EB	ER3 Tile RS	\$ 27.07	Platinum	Heavy
303/601	Triptych	04331	GS	Ethos Tile	\$ 25.95	Platinum	Heavy
303/601	Triptych	04331	CF	Flexaire Tile	\$ 27.07	Gold	Heavy
303/601	Triptych	04331	CR	Flexaire Tile RS	\$ 28.19	Gold	Heavy
301/601	Triptych	04331	M	Powerbond Cushion	\$ 23.42	Gold	Heavy
301/601	Triptych	04331	MR	Powerbond Cushion RS	\$ 24.54	Gold	Heavy
301/601	Triptych	04331	GN	Powerbond Ethos Cushion	\$ 25.16	Platinum	Heavy

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301/601	Triptych	04331	GR	Powerbond Ethos Cushion RS	\$ 26.28	Platinum	Heavy
303/601	Uproar	04073	EX	ER3 Tile	\$ 26.81	Platinum	Severe
303/601	Uproar	04073	EB	ER3 Tile RS	\$ 27.93	Platinum	Severe
303/601	Uproar	04073	GS	Ethos Tile	\$ 26.81	Platinum	Severe
303/601	Uproar	04073	CF	Flexaire Tile	\$ 27.93	Gold	Severe
303/601	Uproar	04073	CR	Flexaire Tile RS	\$ 29.05	Gold	Severe
301/601	Uproar	04073	M	Powerbond Cushion	\$ 24.56	Gold	Severe
301/601	Uproar	04073	MR	Powerbond Cushion RS	\$ 25.68	Gold	Severe
301/601	Uproar	04073	GN	Powerbond Ethos Cushion	\$ 26.30	Platinum	Severe
301/601	Uproar	04073	GR	Powerbond Ethos Cushion RS	\$ 27.42	Platinum	Severe
303/601	Ventana	03990	EX	ER3 Tile	\$ 30.43	Platinum	Heavy
303/601	Ventana	03990	EB	ER3 Tile RS	\$ 31.55	Platinum	Heavy
303/601	Ventana	03990	GS	Ethos Tile	\$ 30.43	Platinum	Heavy
303/601	Ventana	03990	CF	Flexaire Tile	\$ 31.55	Gold	Heavy
303/601	Ventana	03990	CR	Flexaire Tile RS	\$ 32.67	Gold	Heavy
301/601	Ventana	03990	M	Powerbond Cushion	\$ 26.58	Gold	Heavy
301/601	Ventana	03990	MR	Powerbond Cushion RS	\$ 27.70	Gold	Heavy
301/601	Ventana	03990	GN	Powerbond Ethos Cushion	\$ 28.32	Platinum	Heavy
301/601	Ventana	03990	GR	Powerbond Ethos Cushion RS	\$ 29.44	Platinum	Heavy
303/601	Visa	03353	EX	ER3 Tile	\$ 21.92	Platinum	Severe
303/601	Visa	03353	EB	ER3 Tile RS	\$ 23.04	Platinum	Severe
303/601	Visa	03353	GS	Ethos Tile	\$ 21.64	Platinum	Heavy
303/601	Visa	03353	CF	Flexaire Tile	\$ 23.04	Gold	Severe
303/601	Visa	03353	CR	Flexaire Tile RS	\$ 24.16	Gold	Severe
301/601	Wellspring	03935	M	Powerbond Cushion	\$ 28.61	Gold	Severe
301/601	Wellspring	03935	MR	Powerbond Cushion RS	\$ 29.73	Gold	Severe
301/601	Wellspring	03935	GN	Powerbond Ethos Cushion	\$ 30.34	Platinum	Severe
301/601	Wellspring	03935	GR	Powerbond Ethos Cushion RS	\$ 31.46	Platinum	Severe
303/601	Winwood	04090	EX	ER3 Tile	\$ 29.68	Platinum	Heavy
303/601	Winwood	04090	EB	ER3 Tile RS	\$ 30.80	Platinum	Heavy
303/601	Winwood	04090	GS	Ethos Tile	\$ 29.68	Platinum	Severe
303/601	Winwood	04090	CF	Flexaire Tile	\$ 30.80	Gold	Severe
303/601	Winwood	04090	CR	Flexaire Tile RS	\$ 31.92	Gold	Severe
301/601	Winwood	04090	M	Powerbond Cushion	\$ 25.09	Gold	Severe
301/601	Winwood	04090	MR	Powerbond Cushion RS	\$ 26.21	Gold	Severe
301/601	Winwood	04090	GN	Powerbond Ethos Cushion	\$ 28.40	Platinum	Severe
301/601	Winwood	04090	GR	Powerbond Ethos Cushion RS	\$ 29.52	Platinum	Severe

# Carpet Installation Services

4-14-72-0057A

## Scope of Work

Prices shown herein are for installation in an open empty space on a "clean floor". A "clean floor" is in a condition to accept carpet/carpet tile with no additional preparation other than sweeping it clean. Any other work, e.g. furniture removal, flash patching, cove molding, removal of existing carpet, disposal off-site, recycling, etc., will be quoted on a case by case basis after a site inspection. When installation is required in conjunction with carpet purchased under this contract, the carpet will be invoiced separately and before the installation. Prices quoted are for work to be performed during normal working hours, Monday through Friday, holidays excluded. Where noted in the pricing, minimum charges for installation will apply. All work will be performed by either mill certified or FCIB certified installers. All work performed and materials used to install carpet will be guaranteed for a minimum of one year.

<b>CARPET INSTALLATION SERVICES HIGH COST AREAS</b>	<u>Boston, New York, Chicago, St. Louis, Kansas City, Miami, San Francisco, and Los Angeles</u>
SIN 31-604 – direct glue down w/o attached cushion	7.75 per square yard
SIN 31-604 – direct glue down with attached cushion	7.27 per square yard
SIN 31-604 – double stick or double glue down	10.55 per square yard
SIN 31-604 – stretch-in over separate cushion	8.75 per square yard
SIN 31-604 – carpet tiles full spread	7.50 per square yard
SIN 31-604 – Furniture Lift (see note below)	10.10 per square yard
SIN 31-604 – Furnish and Install 4" Vinyl Base	1.95 per linear foot
SIN 31-604 – Furnish and Install 4" Carpet Base	2.47 per linear foot
SIN 31-604 – Furnish and Install 6" Vinyl Base	2.95 per linear foot
SIN 31-604 – Furnish and Install 6" Carpet Base	3.47 per linear foot
SIN 31-604 – Removal, disposal and floor prep	4.25 per square yard

### Removal, Disposal and Floor Prep

Appropriate removal and disposal of existing flooring (recycling recommended) and floor preparation. Note: Pricing is to include basic removal, disposal and floor preparation; services above \$500 and work necessary to address potentially complex environmental problems, such as asbestos abatement, mold and mildew, or extensive floor preparation shall be negotiated with the government on a case-by-case basis.

### Furniture Lifting for Carpet Replacement (SIN 31-604)

Using appropriate "lifting" equipment and trained technicians, allows installation of new carpet tile, with modular and systems furniture in place and with minimal disruption to occupied work area. All furniture systems shall be lifted by equipment which has been structurally engineered for that particular furniture system. No crowbars or modified car jacks are to be used. No phones or electronic equipment shall be unplugged. After each installation session, work area must be returned to normal working order with all furniture in original location. Since work is being performed in an occupied work area, "low VOC" or "no VOC" adhesives are to be used. The GSA carpet contractor will be required to provide, upon request from government customers, an onsite demonstration of the equipment and lifting method to be used, and any additional information on which to base procurement decisions.



December 8, 2017

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

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

**CMAS Number:** 4-17-72-0057B  
**CMAS Term Dates:** December 8, 2017 through September 24, 2022  
**Base GSA Schedule No.:** GS-03F-102GA

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) for the term identified above. The CMAS has been awarded the same CMAS number as the original CMAS. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

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

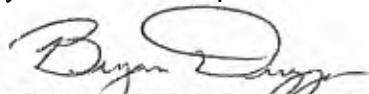
To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at [www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx](http://www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx), then select "For Suppliers/Contractors." This guide covers topics such as CMAS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

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

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q4-2017 (OCT-DEC)**  
**DUE BY JAN 15, 2018.**

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

Should you have any questions regarding this CMAS, please contact me at 916/375-4391. Thank you for your continued cooperation and support of the CMAS Program.



BRYAN DUGGER, Program Analyst  
California Multiple Award Schedules Unit

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

CMAS NUMBER:	<b>4-17-72-0057B</b>
CMAS TERM DATES:	12/08/2017 through 9/24/2022
CMAS CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-03F-102GA
BASE SCHEDULE HOLDER:	Carpet Resources Inc

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

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

**CONTRACT RESTRICTION FOR CARPET PURCHASES**

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

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

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



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

Effective Date: **12/08/2017**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-17-72-0057B**

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

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

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

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

**CMAS PRODUCT & SERVICE CODES**

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

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

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

Tandus

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

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

**CMAS BASE CONTRACT**

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-03F-102GA (CARPET RESOURCES INC) with a GSA term of 2/24/2016 through 9/24/2022.

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

**ISSUE PURCHASE ORDER TO**

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

**KYA Services, LLC  
1522 Brookhollow Drive, Suite #3  
Santa Ana, CA 92705  
Attn: Terri Bell**

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

**Contact: John Anthony Leyds  
Phone: (714) 659-6478  
E-mail: [tony.leyds@theyagroup.com](mailto:tony.leyds@theyagroup.com)**

**TOP 500 DELINQUENT TAXPAYERS**

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

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

The Board of Equalization's list is available at [www.boe.ca.gov/sutax/top500.htm](http://www.boe.ca.gov/sutax/top500.htm).

**CALIFORNIA SELLER'S PERMIT**

KYA Services, LLC's California Seller's Permit No. is 102369022. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: [cdtfa.ca.gov/](http://cdtfa.ca.gov/).

**CMAS PRICES**

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

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

**PRICE DISCOUNTS**

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

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-17-72-0057B**

**WARRANTY**

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

**DELIVERY**

60 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Unless otherwise restricted in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Non-Information Technology Goods:  
\$100,000

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

**HOW TO USE CMAS**

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at [www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx), select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE participation goals, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.

- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

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

**MINIMUM ORDER LIMITATION**

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

**ORDERING PROCEDURES**

**1. Purchase Orders**

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as shown on page 1.

**1. State Departments:**

Std. 65 Purchase Documents - State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at [www.dgs.ca.gov/pd/Forms.aspx](http://www.dgs.ca.gov/pd/Forms.aspx) (select Standard STD Forms).

FI\$Cal Purchase Documents - State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

**2. Local Governmental Departments:**

Local governmental agencies may use their own purchase document for purchase execution.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-17-72-0057B**

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

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

**2. Service and Delivery after CMAS Expiration**

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

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

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

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the agreement number with the line items and subtotal per agreement number (do not include tax in the subtotal), and sequentially identify each individual agreement as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s) agreements. A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

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

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

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FISCAL, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

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

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

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

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

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

KYA Services, LLC is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

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

The following website lists CMAS small business and Disabled Veteran Partners:  
[www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx)  
then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waves the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.** See the current fees in the DGS Price Book at: [www.dgs.ca.gov/ofs/Pricebook.aspx](http://www.dgs.ca.gov/ofs/Pricebook.aspx).



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-17-72-0057B**

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

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

**SPECIAL MANUFACTURED GOODS**

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

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

**PRODUCT INSTALLATION**

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

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

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

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

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

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

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-17-72-0057B**

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

KYA Services, LLC's California Contractor's License number is 984827. This is a Class B, C15 license that is valid through 6/30/2019.

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

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

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

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

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

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

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

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

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

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

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
CMAS NO. 4-17-72-0057B**

**UPDATES AND/OR CHANGES**

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

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

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

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

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



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
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**Orders from Local Government Agencies:**

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

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

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

**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

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

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

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

**6. Credit Card**

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

**7. Lease/Purchase Analysis**

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

**8. Leasing**

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

SEAT Management financing options are NOT available through this CMAS.

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

**CONTRACTOR QUARTERLY REPORT PROCESS**

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

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

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

CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

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

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

**CONTRACTOR QUARTERLY INCENTIVE FEES**

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

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

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

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

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

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

A copy of a CMAS and supplements, if any, can be obtained at [caleprocure.ca.gov](http://caleprocure.ca.gov). A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

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

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT (ADA)**

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

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

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

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

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

Phone # (916) 375-4365

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**ATTACHMENT A**

**ADA NOTICE**

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice	1-800-735-2922
TTY:	1-800-735-2929

# ATTACHMENT B

## CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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

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

Revision ☐

Contract Number: \_\_\_\_\_

Reporting Quarter: Q1 (Jan-Mar) ☐

For Questions Regarding This Report Contact:

Q2 (Apr-Jun) ☐

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

Q3 (Jul-Sep) ☐

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

Q4 (Oct-Dec) ☐

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

Check Here if No New Orders for This Quarter ☐

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

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

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

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

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



## ATTACHMENT B

### CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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

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

#### Notes:

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

## **ATTACHMENT C**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT C

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

#### ESTIMATED CARPET INSTALLATION COSTS

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

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

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



## **ATTACHMENT C**

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

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

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

## **ATTACHMENT C**

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

#### **SAMPLE A**

#### **CONTRACTORS' LICENSE REQUIREMENTS**

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

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

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

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

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

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

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

: \_\_\_\_\_

: \_\_\_\_\_

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

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

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

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

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

The undersigned hereby certifies the following:

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

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

## **ATTACHMENT C**

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

#### **SAMPLE B PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT (Public Contract Code Sections 7103 and 10221)**

BOND

No:

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

#### **Know All Men By These Presents:**

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

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

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

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

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

#### **THE CONDITION OF THIS OBLIGATION IS SUCH,**

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

## **ATTACHMENT C**

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

6. This bond to become effective \_\_\_\_\_

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

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

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

Executed in \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_  
CITY AND STATE)

\_\_\_\_\_  
(DATE)

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

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

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

## ATTACHMENT C

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

#### SAMPLE C CARPET INSTALLATION REQUIREMENTS

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

## ATTACHMENT C

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

#### **SAMPLE C (continued)** Carpet Installation Instructions Continued

#### **COORDINATION AND INSPECTION OF WORK**

##### Site Inspection:

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

##### Installation Coordination:

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

##### Inspection of Installation Work:

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

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

(Name) \_\_\_\_\_, (Title) \_\_\_\_\_  
will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.



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

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

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

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

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.

### 12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
  - i) show the number of the container and the total number of containers in the shipment; and
  - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

### 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

### 14. TIME IS OF THE ESSENCE: Time is of the essence in this Contract.

### 15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any

payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

### 16. SUBSTITUTIONS: Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

### 17. INSPECTION, ACCEPTANCE AND REJECTION:

- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

### 18. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

### 19. CMAS - WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

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

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

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

**20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

**22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

**23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - i) Stop work as specified in the Notice of Termination.
  - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
  - iii) Terminate all subContracts to the extent they relate to the work terminated.
  - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

**24. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
  - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
  - i) Completed Goods, and
  - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be



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

necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

### 25. FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

### 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

### 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

- 28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

- 29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

- 30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

- 31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

- 32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

- 33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

- 34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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

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

**35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

**36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
  - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
  - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
  - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
  - iii) The modification by the State of the equipment furnished hereunder or of the software; or
  - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

**37. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

**38. DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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

to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

### 39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i) Cancel the Stop Work Order; or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

- 40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

- 41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

### 42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

### 43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

### 44. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)



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

or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
  - i) the assignee has not been injured thereby, or
  - ii) the assignee declines to file a court action for the cause of action.

**45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i) the dangers of drug abuse in the workplace;
  - ii) the person's or organization's policy of maintaining a drug-free workplace;
  - iii) any available counseling, rehabilitation and employee assistance programs; and,
  - iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
  - i) will receive a copy of the company's drug-free policy statement; and,
  - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

**46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**47. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

**48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

**49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

**51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

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

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

**53. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

**54. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

**55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**56. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

### ADDITIONAL CMAS TERMS AND CONDITIONS

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

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

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

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
  - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements Included herein.
  - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
  - i) Labor  
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

- ii) Worker's Compensation Insurance

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

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

**59. CMAS – TERMINATION OF CMAS CONTRACT:**

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**60. CMAS – CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

**61. CMAS – DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):**

When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**62. CMAS – PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

**63. CMAS – CONFLICT OF INTEREST:**

- a) Current State Employees (Public Contract Code Section 10410):
  - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
  - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
  - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
  - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

**64. CMAS – SUBCONTRACTING REQUIREMENTS:**

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

**65. CMAS – RENTAL AGREEMENTS:**

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

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

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

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

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

**66. CMAS – LEASE (Lease \$Mart™):** If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

**67. CMAS – QUARTERLY REPORTS:** Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

**68. CMAS – LIQUIDATED DAMAGES:**

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

**69. CMAS – PROGRESS PAYMENTS/PERFORMANCE BONDS:**

In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract

## **Laguna Beach Unified School District**

16. **ACTION**

**March 27, 2018**

**Approval: Award of Contract for Purchase and Warranty of Physical Access Control Systems (PACS), Alarm and Signal Systems, Facility Management Systems, and Locking Devices from Montgomery Hardware Co. based on Contract No. 4-17-84-0059A of the State of California Multiple Award Schedule (CMAS)**

### **Proposal**

Staff proposes the Board of Education award a contract for purchase and warranty of physical access control systems (PACS), alarm and signal systems, facility management systems, and locking devices from Montgomery Hardware Co. based on contract number 4-17-84-0059A of the State of California Multiple Award Schedule.

### **Background**

The California Multiple Award Schedules (CMAS) offers a wide variety of commodities, non-IT services and information technology products and services at prices, which have been assessed to be fair, reasonable and competitive. Pursuant to Public Contract Code Sections 10290 et seq. and 12101.5, the State of California establishes multiple award contracts that can be used by State and local government agencies, which includes K-12 public school districts.

The CMAS contract for Montgomery Hardware Co. is valid from 05/23/2017 through 07/31/2022. However, the district is not required to rely solely on this CMAS contract for projects that require physical access control systems (PACS), alarm and signal systems, facility management systems, or locking devices and may at any time solicit new quotes or bids for the same scope of work. As an approved CMAS contractor this insures all pricing and warranties have been fully vetted and proven to be fair and competitive. Awarding this contract will allow staff to pursue door hardware replacement projects quickly, as well as provide a strong benchmark for comparison of alternative quotes for similar work.

The District Ten Year Facilities Plan includes the rekeying of facilities occurring over the next two years, starting with El Morro Elementary School during the summer of 2018. By utilizing the CMAS contract with Montgomery Hardware Co., staff can efficiently and competitively rekey facilities and maintain door hardware as required to meet the District's facility's needs.

### **Budget Impact**

There is no financial impact to allowing this purchasing option.

### **Recommended Action**

Staff recommends the Board of Education award a contract for purchase and warranty of physical access control systems (PACS), alarm and signal systems, facility management systems, and locking devices from Montgomery Hardware Co. based on contract number 4-17-84-0059A of the State of California Multiple Award Schedule (CMAS).



**ELECTRONICS TECHNOLOGIES CORPORATION, USA**

**SCHLAGE LOCK, LLC**

**FEDERAL SUPPLY SERVICE**

**AUTHORIZED FEDERAL SUPPLY SERVICE PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*<sup>™</sup>, a menu-driven database system. The

INTERNET address GSA *Advantage!*<sup>™</sup> is: <http://www.GSAAdvantage.gov>.



**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT FOR**

**SCHEDULE 084 – Total Solutions for Law Enforcement, Security, Facility**

**Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft and**

**Emergency/Disaster Response**

**FSC GROUP 63**

**ALARM AND SIGNAL SYSTEMS/FACILITY MANAGEMENT SYSTEMS,**

**PROFESSIONAL SECURITY/FACILITY MANAGEMENT SERVICES**

**FSC: 6350, 5810**

- |           |   |
|-----------|---|
| 246-35(1) | Physical Access Control Systems (PACS) - Including but not limited to door and parking entry control by card access, biometrics (facial, iris, fingerprint, voice, etc.), digital, keyboard, keypad, etc. Also includes vehicle arrest, security barrier, barricade, bollard systems and decorative barrier planters. |
| 246-20(3) | Miscellaneous Alarm and Signal Systems, Audible/Visual Warning/Signaling Devices – SUBJECT TO COOPERATIVE PURCHASING - Including radio alarms equipment (excluding those for vehicular use) and exit door alarm systems for security and/or fire safety.  |
| 246-36    | Locking Devices   |
| 246-42(1) | Facility Management Systems, Security Functions including access control, fire detection, intrusion   |
| 246-1000  | Ancillary Services, Planned preventive maintenance of security systems, Management of maintenance service, Repair of security systems, Assessment of existing security systems  |
| 246-51    | Installation of Security/Facility Management Systems Requiring Construction   |
| 246-52    | Professional Security/Facility Management Services  |

**CONTRACT NUMBER: GS-07F-0326T**

**MOD-PA-0106 Effective August 2017**

For more information on ordering from the Federal Supply Schedules click on the FSS Schedules button at: [www.fss.gsa.gov](http://www.fss.gsa.gov)



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**CONTRACTOR:**           **ELECTRONIC TECHNOLOGIES CORPORATION USA**

**(DBA): SCHLAGE LOCK, LLC**

11819 N Pennsylvania Street

Carmel, IN 46032-4255

Tel: 904-679-4560

Fax: 770-662-0509

Email: [st-govtservices@allegion.com](mailto:st-govtservices@allegion.com)

Website: [www.allegion.com](http://www.allegion.com)

Website: [Allegion](http://Allegion)

Current Price Books: [https://www.dropbox.com/sh/g2i4xoh6lksv149/AAAiv9MXtd2G\\_6G2cbQL1kiLa](https://www.dropbox.com/sh/g2i4xoh6lksv149/AAAiv9MXtd2G_6G2cbQL1kiLa)

**CONTRACTOR'S ADMINISTRATION SOURCE:**

**Contract Administrator:**     Doug Otto

3100 Northwoods Place NW, Suite A

Norcross, GA 30071

Tel: 904-679-4560

Fax: 770-662-0509

Email: [doug.otto@allegion.com](mailto:doug.otto@allegion.com)

**BUSINESS SIZE:** Large

**CUSTOMER INFORMATION:**

SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION

246-35(1)           Physical Access Control Systems (PACS) - Including but not limited to door and parking entry control by card access, biometrics (facial, iris, fingerprint, voice, etc.), digital, keyboard, keypad, etc. Also includes vehicle arrest, security barrier, barricade, bollard systems and decorative barrier planters.


246-20(3)           Miscellaneous Alarm and Signal Systems, Audible/Visual Warning/Signaling Devices – SUBJECT TO COOPERATIVE PURCHASING - Including radio alarms equipment (excluding those for vehicular use) and exit door alarm systems for security and/or fire safety.

246-36             Locking Devices


246-42(1)           Facility Management Systems, Security Functions including access control, fire detection, intrusion

246-1000           Ancillary Services, Planned preventive maintenance of security systems, Management of maintenance service, Repair of security systems, Assessment of existing security systems

Same SINs  
as above  
with "STL"  
after each

Public Law 110-248, the Local Preparedness Acquisition amended the "Cooperative Purchasing" provisions of the Federal, Property and Administrative Services Act to allow the Administrator of General Services to provide States and localities access to certain item offered through GSA's Federal Supply Schedule 84, Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose Clothing, Marine Craft, and Emergency/Disaster Response. The products and Services available to state and local governments include alarm and signal systems, facility management systems, fire-fighting and rescue equipment, law enforcement and security equipment, marine craft and related equipment, special purpose  clothing and related services.

Same SINs  
as above  
with "RC"  
after each

The Defense Authorization Act of 2007 (Public Law 109-364) included Section 833 which permits GSA to open schedules up to state and local government use in response to a Presidential Declaration of a major disaster (under the Stafford Act) and to facilitate recovery from terrorism or nuclear, biological, chemical or radiological attack. This does include and advance purchasing and prepositioning in preparation for disaster. State and local government entities means: the states of the United States, counties, municipalities, cities, own, townships, tribal governments, public authorities (including public or Indian housing agencies under the United States Housing Act of 1937), school districts, colleges and other institutions of higher education, council of governments (Incorporated or not), regional or interstate government. entities, or any other agency or instrumentality of the preceding entities (including any local educational agency or institution of higher education), and including legislative and judicial de-  partments.

#### SPECIAL ITEM NUMBER 246-1000- Ancillary Services

Includes, but is not limited to: services necessary to install the system (from design through start-up), maintain the system (including maintenance agreements, which may not exceed the term of this contract), or training.

Ancillary Service **excludes:**

- Construction (construction is defined as alteration, or repair of buildings, structures, or other real property)
- Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Acquisition Regulation (FAR) Part 36. These services shall be ordered only in accordance with Part 36 and agency procedures, and shall not be included on a GSA contract order as an open market item.

- Personal services.
- Stand-alone services which are applicable to the Service Contract Act (SCA)

Contractors are responsible for the following when performing services under this SIN:

- Contractors may subcontract any ancillary services ordered under this Special Item Number, unless specifically prohibited by the contracting officer issuing the order against the Multiple Award Schedule contract.
- Contractors are responsible for insuring that the scope of work is completed and all warranties are honored.
- Subcontractors must be licensed and bonded, as applicable.
- Compliance with all local laws, regulations, and ordinances are the responsibility of the prime contractor.
- The prime contractor shall accept full responsibility and liability for all work performed by subcontractors, at any level other.
- The Government reserves the right to apply liquidated damages whenever the required delivery date is not met.
- Contractors are required to maintain insurance in accordance with Clause 52.228-5, Insurance –

Work on a Government Installation.

- Agencies' Scope of Work will inform the Contractor of the Required insurance amounts. Clause 52.228-5 is made part of this contract by reference.
- The contracting officer for the ordering agency may insert any agency unique requirements for the job, including employee suitability determination requirements (security checks), into the scope of work.
- Contractor quotations shall specifically detail all products and services with the contract price and provide a single price for services.
- Sales of ancillary services shall not be combined or reported with the product SIN.

The ordering agency is responsible for:

- Defining and issuing the statement of work for ancillary services. Accurate definition of the scope and statement of work is essential to facilitate realistic quotations. The statement of work shall also inform the contractor of any applicable insurance requirements.
- Ordering agencies shall obtain pricing information from the schedule contractors, and will negotiate for ancillary services on an order by order basis, based on complexity and level of effort. Ancillary services shall be priced as separate line items on each order.
- Pricing of services has been determined fair and reasonable by GSA. However, ordering agencies shall make a determination that the total price is fair and reasonable based on the level of effort and the mix of labor proposed.
- Ordering agencies will comply with all appropriation laws and ensure that the correct types of funds are obligated on each order.

Reference FAR 8.4 for an explanation of ordering procedures used when purchasing through a Multiple Award Schedule contract.

All proposed services must be within the scope of this SIN on the contract. Furnish a full and detailed description of the services offered and a pricing proposal in accordance with the Services Pricing Proposal (page 03-10) of the solicitation.

**OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH SYSTEMS OFFERED UNDER THIS SCHEDULE . THE PRINCIPAL PURPOSE OF THIS SCHEDULE IS FOR THE PURCHASE OF ALARM AND SIGNAL SYSTEMS/FACILITY MANAGEMENT SYSTEMS.**

**SPECIAL ITEM NUMBER 246-52 – ANCILLARY SERVICES (relating to Security/Facility Management Systems)**

INCLUDES: but is not limited to: services necessary to install the system (from design through start-up), maintain the system (including maintenance agreements, which may not exceed the term of this contract), or training. Under no circumstance shall this include construction (Construction is defined as construction, alteration, or repair of buildings, structures, or other real property, as defined by Federal Acquisition Regulation 36.102)..

- Contractors may subcontract any ancillary services ordered under this Special Item Number, unless specifically prohibited by the contracting officer issuing the order against the Multiple Award Schedule contract.
- Contractors are responsible for insuring that the scope of work is completed and all warranties are honored.
- Subcontractors must be licensed and bonded.
- Compliance with all local laws, regulations, and ordinances are the responsibility of the prime contractor.
- The prime contractor shall accept full responsibility and liability for all work performed by subcontractors, at any level or tier.
- The Government reserves the right to apply liquidated damages whenever the required delivery date is not met.
- Contractors are required to maintain insurance in accordance with Clause 52.228-5, Insurance – Work on a Government Installation.
- Agencies' Scope of Work will inform the Contractor of the Required insurance amounts. Clause 52.228-5 is made part of this contract by reference.
- In addition, the contracting officer for the ordering agency may insert any agency unique requirements for the job, including employee suitability determination requirements (security checks), into the scope of work.

AGENCIES MUST FULLY DEFINE THE SCOPE OF REQUIRED SERVICES (INCLUDING INSURANCE AMOUNTS) AND OBTAIN PRICE QUOTATIONS FROM SCHEDULE CONTRACTORS FOR THAT SCOPE. ACCURATE DEFINITION OF THE SCOPE IS ESSENTIAL IN ORDER TO FACILITATE REALISTIC QUOTATIONS. THE CONTRACTING OFFICER FOR THE ORDERING AGENCY SHALL BE RESPONSIBLE FOR OBTAINING PRICING INFORMATION AND THE NEGOTIATION AND AWARD OF THE SERVICES REQUIRED BY THE SCOPE OF WORK. THE CONTRACTING OFFICER FOR THE ORDERING AGENCY SHALL BE RESPONSIBLE FOR DETERMINING THE PRICE IS FAIR AND REASONABLE. AGENCIES ARE RESPONSIBLE FOR ALL ADMINISTRATION OF ORDERS ISSUED UNDER THIS SIN.

CONTRACTOR QUOTES SHALL DETAIL ALL PRODUCT ITEMS (WITH THEIR RESPECTIVE PRICES) AND ONE PRICE FOR ANY SERVICES TO BE PROVIDED UNDER THIS SPECIAL ITEM NUMBER. THE AGENCY WILL DETERMINE THE BEST VALUE TO THE GOVERNMENT BASED ON THE QUOTATIONS RECEIVED. AGENCY ORDERS SHOULD DETAIL ANY REQUIRED SERVICES AS A SEPARATE LINE ITEM.

#### **SPECIAL ITEM NUMBER 246-51 – INSTALLATION REQUIRING CONSTRUCTION**

INCLUDES: Installation which requires construction.

Note: Ancillary services involving installation which do not meet the definition of construction as defined in FAR 2.101 shall be covered under SIN 246-1000.

Note: This SIN specifically EXCLUDES Architectural Engineering Services (A&E) under the Brooks Architect-Engineers Act as stated in Federal Acquisition Regulation (FAR) Part 36. These services shall be ordered only in accordance with Part 36 and agency procedures, and shall not be included on a contract order as an open market item.

Contractors are responsible for the following when performing services under this SIN:

- Contractors must comply with Construction Clauses and Davis-Bacon Regulations. The clauses shown in Appendix 1 to Attachment 3 of this solicitation will apply to agency orders placed against the schedule contract.
- Compliance with all local laws, regulations and ordinances are the responsibility of the GSA prime contractor. The prime contractor shall accept full responsibility and liability for all work performed by subcontractors under a resultant contract.
- Contractors shall review the statement of work issued by the ordering agency and provide a separate quote for services to be performed under this SIN based on the ordering agency's requirements. Should the contractor not be able to meet requirement (s) in the statement of work, the contractor's quote must specifically identify the items which have not been included in the quoted price.
- Contractors must provide bonding and insurance as required by the ordering agency's statement of work.
- Contractors may serve as a prime contractor and subcontract any services, including installation or site preparation, unless specifically prohibited by the ordering contracting officer. Subcontractors must comply with any licensing and bonding requirements specified in the statement of work.
- The contractor shall be responsible, accountable and liable for all work performed, including work performed by subcontractors (at all tiers), and for ensuring the work performed is completed in accordance with the ordering agencies statement of work.
- The contractor shall ensure all warranties are honored. All construction work must be guaranteed for any defect in workmanship and materials.
- The Government reserves the right to apply liquidated damages whenever the required delivery is not met in accordance with clause 52.211-12, Liquidated Damages – Construction.

When placing orders for services under this SIN, Ordering Agencies shall follow the procedures at FAR 8.405: The ordering agency is responsible for:

- Complying with all Federal Appropriation Laws and ensuring the correct types of funds are obligated on the order.
- When construction, alteration or repair of public buildings or public works is to be performed under this SIN, Ordering Agencies must comply and ensure contractor compliance with the Construction Clauses and Davis-Bacon Regulations. See Appendix 1 of the GSA solicitation for a complete listing of the FAR and GSAM Clauses incorporated by reference for all schedule contractors awarded this SIN. Ordering agencies shall utilize these clauses as a guideline and shall incorporate the applicable clauses into the statement of work for orders issued against the Federal Supply Schedule contract. The ordering agency is responsible for including the most current version of these clauses and any other applicable clauses into the order. Clauses which require "fill-ins" shall be completed by the ordering agency. Any agency specific clauses which may apply based on agency regulations or requirements shall be incorporated in the agency task order.
- Defining and issuing the statement of work for services, including installation and site preparation. It is essential that the ordering agency's statement of work includes an accurate description of the work requirement to facilitate realistic quotations.



- The statement of work shall clearly inform the contractor of all bonding requirements and any required insurance amounts.
- The ordering agency will provide the local Davis-Bacon wage rates to contractors. Applicable wage determinations will be incorporated into the statement of work and resulting task order.
- Reviewing quotations from schedule contractors to ensure the work proposed meets the statement of work requirements. The ordering agency should request the contractor to submit fixed price quotes to perform the services.
- The ordering agency shall evaluate all responses received using the evaluation criteria provided to the schedule contractors. The ordering agency is responsible for considering the level of effort and the mix of labor proposed to perform a specific task being ordered, and for determining that the total price is reasonable.
- Performance clauses shall be modified for each job by the ordering agency.
- Administration of orders issued under this Special Item Number.
- All orders and payments must be made to the schedule contractor or their designee. Example: A contractor may designate a participating dealer to receive payment.

All proposed services must be within the contract scope. Furnish a full and detailed description of the services offered and a pricing proposal in accordance with the Services Pricing Proposal (See Pricing Proposal Attachment to this solicitation) of the solicitation. Upon award, the contract will specifically state those services accepted for this SIN.

OFFERORS MAY ONLY OFFER THIS SPECIAL ITEM NUMBER IN CONJUNCTION WITH SYSTEMS OFFERED UNDER THIS SCHEDULE. THE PRINCIPAL PURPOSE OF THIS SCHEDULE IS FOR THE PURCHASE OF ALARM AND SIGNAL SYSTEMS/ FACILITY MANAGEMENT SYSTEMS.

## TERMS AND CONDITIONS

1a. **LOWEST PRICED MODEL NUMBER AND PRICE PER SIN:** Government price based on a unit of one.

SIN

246-35(1) Physical Access Control Systems (PACS) - Including but not limited to door and parking entry control by card access, biometrics (facial, iris, fingerprint, voice, etc.), digital, keyboard, keypad, etc. Also includes vehicle arrest, security barrier, barricade, bollard systems and decorative barrier planters.

246-20(3) Miscellaneous Alarm and Signal Systems, Audible/Visual Warning/Signaling Devices – SUBJECT TO COOPERATIVE PURCHASING - Including radio alarms equipment (excluding those for vehicular use) and exit door alarm systems for security and/or fire safety.

246-36 Locking Devices

246-42(1) Facility Management Systems, Security Functions including access control, fire detection, intrusion

246-1000 Ancillary Services, Planned preventive maintenance of security systems, Management of maintenance service, Repair of security systems, Assessment of existing security systems

246-51 Installation of Security/Facility Management Systems Requiring Construction

246-52 Professional Security/facility Management Service

\*See Attached Price List

1b. **HOURLY RATES:** See Participating Dealer

2. **MAXIMUM ORDER:**

246-35(1)	\$100,000
246-20(3)	\$100,000
246-36	\$100,000
246-42(1)	\$150,000
246-1000	\$150,000
246-51	\$200,000
246-52	<u>\$200,000 (Separate)</u>
Total per order	\$800,000

\*Ordering activities may request a price reduction at any time before placing an order, establishing a BPA, or in conjunction with the annual BPA review. However, the ordering activity shall seek a price reduction when the order or BPA exceeds the simplified acquisition threshold. Schedule contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order or BPA.

3. **MINIMUM ORDER:** None

4. **GEOGRAPHIC COVERAGE:** Domestic, 50 states, Washington D.C., Puerto Rico, US Territories

5. **POINT OF PRODUCTION:** Princeton, Illinois, Colorado Springs, Colorado; Morris County, NJ. Schlage AD Series, US/Mexico/ Taiwan Schlage SMS, Morris County, NJ, Santa Clara County, CA, Mexico Concord, CA.

6. **DISCOUNT FROM LIST PRICES:** Basic discount of 30% from the awarded commercial price list. For calculation of the GSA Schedule price (price paid by customers ordering from the GSA Schedule, and the price to be loaded in to GSA Advantage), deduct the appropriate basic discount from the list price and add the prevailing IFF rate to the negotiated discounted price (Net GSA price). The current IFF is .75% and should be calculated as follows:

7. **QUANTITY DISCOUNTS:** Call Participating Dealer
8. **PROMPT PAYMENT TERMS:** 2% 20 net 30 Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.
- 9a. **GOVERNMENT PURCHASE CARDS AT OR BELOW THE MICRO-PURCHASE THRESHOLD:** Call Participating Dealer
- 9b. **GOVERNMENT PURCHASE CARDS ABOVE THE MICRO-PURCHASE THRESHOLD:** Call Participating Dealer
- 11a. **TIME OF DELIVERY:** Consult with Participating Dealer (Within 60 days ARO)
- 11b. **EXPEDITED DELIVERY:** Contact dealer (see included list) to expedite quicker
- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** Consult with Contractor
- 11d. **URGENT REQUIREMENTS:** Agencies can contact the Contractor's representative to effect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
12. **F.O.B. POINT:** FOB Destination to the Continental US (See Dealer)
13. **ORDERING ADDRESS:**  
C/O Participating Dealer,  
Dealer Address  
(See included list)
- 13b. **ORDERING PROCEDURES :** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.
14. **PAYMENT ADDRESS:**  
C/O Participating Dealer  
Dealer Address  
(See included list)
15. **WARRANTY PROVISIONS:** Standard Commercial Warranty
16. **EXPORT PACKING CHARGES:** N/A.
17. **TERMS AND CONDITIONS OF GOVERNMENT COMMERCIAL CREDIT CARD ACCEPTANCE:**  
No additional discounts are offered.
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE AND REPAIR:** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION:** Installation is available under SIN 246-1000, 51 & 52
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES:** N/A
21. **TERMS AND CONDITIONS OF ANY OTHER SERVICES:** Professional Services SIN 246-1000, 51 & 52
22. **LIST OF SERVICE AND DISTRIBUTION POINTS:** Call Participating Dealer
23. **LIST OF PARTICIPATING DEALERS:** See Participating Dealer List
23. **PREVENTATIVE MAINTENANCE:** N/A
24. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES:** N/A.
- 24a. **SECTION 508 Compliance for EIT:** Upon Request from Participating Dealer
25. **DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER:** 78-9350154
26. **REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Registration valid until February 18, 2016

SIN #	Labor	GSA Metro Rate	GSA Non Metro Rates
246-1000/51/52	Project Manager I	\$96.55	\$110.32
246-1000/51/52	Project Manager II	\$113.70	\$129.97
246-1000/51/52	Project Manager III	\$163.40	\$186.81
246-1000/51/52	Project Leader/Senior Systems Engineer	\$99.09	\$113.26
246-1000/51/52	Security Systems Designer	\$86.90	\$99.32
246-1000/51/52	Security Technician I	\$87.61	\$100.14
246-1000/51/52	Security Technician II	\$96.37	\$110.12
246-1000/51/52	Technical Writer/Specification Writer	\$63.12	\$72.12
246-1000/51/52	Database Developer/Administrator	\$68.81	\$78.67
246-1000/51/52	Systems Trainer	\$78.23	\$89.42
246-1000/51/52	Network Engineer	\$93.95	\$107.38
246-1000/51/52	Information Technology Specialist	\$89.52	\$102.34
246-1000/51/52	Principal Systems Integrator/Developer	\$154.45	\$176.65
246-1000/51/52	Staff Systems Integrator/Developer	\$147.35	\$168.42
246-1000/51/52	Program Manager	\$122.21	\$139.71
246-1000/51/52	Senior Engineer	\$111.57	\$127.54
246-1000/51/52	Engineer	\$93.56	\$106.94
246-1000/51/52	Project Systems/Logistics Analyst	\$131.23	\$150.04
246-1000/51/52	Systems/Logistics Analyst	\$115.86	\$132.41
246-1000/51/52	CAD / Draftsperson	\$93.56	\$106.94
246-1000/51/52	Installer - Electrician/Mechanic	\$85.25	\$97.42
246-1000/51/52	Service/Maintenance Technician	\$89.96	\$102.84

Note: Labor provided under SIN 246-1000/51/52 shall comply with provisions of the Davis Bacon Act and DOL applicable wage determinations.

## **Allegion**

Allegion is a \$2 billion global diversified industrial company, driven by employees who are proud to offer products and solutions people use every day to create a positive impact in their world.

### **Our Brand Promise, Vision, Purpose and Values**

Our success Allegion is enabled by the commitment and dedication of our 7,600 employees globally. With our focus on a progressive, diverse and inclusive culture, growth through innovation in emerging markets and services and operational excellence, we are a company that achieves real progress for our customers around the world.

Our workplace emphasizes the values of Integrity, Respect, Teamwork, Innovation and Courage. To help our employees grow, we believe it is vital to strengthen their engagement and develop their skills and leadership capabilities. Our Brand Promise, Vision and Values are the language that unifies us as an organization and creates a common purpose: advancing the quality of life by creating and sustaining safe, comfortable and efficient environments.

### **Our Brand Promise**

We inspire progress through unleashing the potential in people and technologies to advance the quality of life. By making environments safe, comfortable and efficient, we enable our customers to achieve real progress and create a positive impact in their world.

### **Our Vision**

A world of sustainable progress and enduring results.

### **Our Purpose**

We advance the quality of life by creating and sustaining safe, comfortable and efficient environments

### **Our Values**

**Integrity** – We act with the highest ethical and legal standards in everything we do.

**Respect** – We respect and value the worth of all people, cultures, viewpoints and backgrounds

**Teamwork** – We work together and share resources to provide greater value to our customers, employees, business partners and shareholders

**Innovation** – We use our diverse skills, talents and ideas to develop customer-driven, innovative, and imaginative solutions

**Courage** – We speak up for what we believe is right and take measured risks to create progress

# GSA Authorized Dealers



<b>3Sixty Integrated</b>	San Antonio, TX 78216	210-854-5875 T
Dora Ndesandjo		210-545-7343 F
dora@3sixtyintegrated.com		
<b>Accurate Security Pros</b>	San Diego, CA 92131	858-271-1155 T
Greg Parks		
gparks@accuratesecuritypros.com		
<b>Alamo Integrated Systems, Inc.</b>	San Antonio, TX 78227	210-674-8041 T
Scott Kilborn		210-674-8122 F
scottk@alamois.com		
<b>Architectural Interior Products, Inc.</b>	Parkersburg, WV 26104	304-766-2211 T
Tommy McCarty		304-766-2114 F
tommy@aipinc.biz		
<b>Blue Violet</b>	Costa Mesa, CA 92626	949-540-5542 T
Rob Clement		714-540-1700 F
rclement@blueviolet.com		
<b>BW Systems</b>	Colorado Springs, CO 80907	719-633-0718—T
Steve Cress		719-633-8351—F
scress@bwsystems.net		
<b>C&amp;I Show Hardware and Security</b>	Tempe, AZ 85281	480-967-8568 T
Charles W. Show, Jr.		480-967-8990 F
email@cishowhardware.com		
<b>Collins Lock and Safe, Inc.</b>	Brunswick, GA 31520	912-264-3676 T
Melissa Ridener		912-264-2384 F
thesafeman@bellsouth.net		
<b>Construction Hardware Company</b>	Pomona, CA 91768	909-594-9093—T
Paul Evangelista		909-595-8050—F
paule@constructionhardwareco.com		
<b>Convergint</b>	Schaumburg, IL 60173	240-495-6684 T
Melissa Bulluck		301-459-8731 F
gsa@convergint.com		



# GSA Authorized Dealers



<b>Cook &amp; Boardman, LLC</b>	Winston Salem, NC 27103	704-940-3641 T
Tonya Miller		704-334-9366 F
allegionsa@cookandboardman.com		
<b>Craftmaster Hardware, LLC.</b>	Northvale, NJ 09647	201-768-0808 T
Anthony Cani		201-768-3883 F
acani@craftmaster.net		
<b>DH Pace</b>	Olathe, KS 66061	816-480-2433 T
Alex Newcomer		855-295-0092 F
Alex.newcomer@dhpace.com		
<b>Dallas Door &amp; Supply Co.</b>	Dallas, TX 75247	214-630-9783 T
Steve Wheat		214-630-2118 F
Steve.wheat@dallasdoor.com		
<b>Doyle Security Products</b>	Minneapolis, MN 55411	612-521-6226 T
John Rohling		612-521-0166 F
jrohling@doylesecurity.com		
<b>Easters Lock</b>	Baltimore, MD 21234	T—410-825-3535
Samantha Easter		F—410-882-1430
Samantha@easterslock.com		
<b>Electronic Specialty Company</b>	Dunbar, WV 25064	T—304-766-6277 X33
Bill Miller		F—304-766-6270
Bill.miller@electronicspecialty.com		
<b>Electronic Security Concepts, LLC</b>	Scottsdale, AZ 85260	T—480-947-6032
Rachael Jones		F—480-947-6031
rachaelj@electronicsecurityconcepts.com		
<b>Fairway Supply, Inc</b>	Austin, TX 78757	T—512-452-6300
Glen Millican		F—512-452-8014
gemillican@fairwaysupply.com		
<b>Federal Lock &amp; Safe, Inc.</b>	Arlington, VA 22205	T—703-525-1436
Michael Groves		F—703-525-1637
falcon@fedlock.com		

# GSA Authorized Dealers



<b>House of Security</b>	Columbus, OH 43201	614-291-7715 T 614-299-0872 F
Carl H. Zipf buddy@hoscolumbus.com		
<b>IDN Armstrong's, Inc.</b>	Atlanta, GA 30341	800-530-1656 X 1161 T 404-875-8231
John Burk bethredge@idnarmstrongs.com		
<b>IDN ACME, Inc.</b>	Metairie, LA 70001	800-372-2263 T 972-664-1252 F
Barry Johnson bjohnson@idnacme.com		
<b>Intermountain Lock &amp; Security Supply</b>	Salt Lake City, UT. 84115	801-486-0079 T 801-485-7205 F
Sean Steinmann sean.steinmann@imlss.com		
<b>Kelley Bros. LLC</b>	Syracuse, NY 13210	315-478-2151 X 606 T 800-856-9040 F
Marsha Grajdek mgrajdek@kelleybros.com		
<b>Kenton Brothers Locksmith</b>	Kansas City, MO 64108	816-888-5840 T 816-471-1897 F
Gina Stuelke gina@kentonbrothers.com		
<b>Knight Security</b>	Austin, TX 78744	512-891-7863 T 512-981-8801 F
Lindsay Clarkson lclarkson@knightsecurity.com		
<b>Lanmor Services</b>	Phoenix, AZ 85027	623-869-6864 T 623-869-6865 F
Christine Loding christinel@lanmor.com		
<b>Loksafe Services, Inc.</b>	Shreveport, LA 71107	318-222-8864 T 318-221-8378 F
Katie Queen Isham katieis@loksafe.com		
<b>Miller Electric Company</b>	Jacksonville, FL 32204	904-388-8000 T 904-389-8653 F
David Stalling dstalling@necojax.com		

# GSA Authorized Dealers



<b>Montgomery Hardware Co.</b>	Rancho Cucamonga, CA 91730	877-917-0113 T
Rick Myers		877-917-0114 F
rmyers@montgomeryhardware.com		
<b>North Carolina Sound of Goldsboro</b>	Pikeville, NC 27863	919-709-4040 T
Lester Peele		919-709-4044 F
lpeele@ncsound.org		
<b>Pathway Technologies, Inc.</b>	Raleigh, NC 27615	919-847-2680 T
Jason Hedges		919-847-2605 F
jhedges@pathwaytech.com		
<b>Schiller, Alfred L. Hardware, Inc.</b>	Lexington, KY 40299	859-233-4427 T
Dave Borgmeier		859-253-2831 F
daveb@schillerhardware.com		
<b>Security Resources</b>	Forest Park, GA 30297	770-963-8191 T
Dan Sullivan		770-822-0747 F
dsullivan@aaofga.com		
<b>Seven Oaks Door &amp; Hardware</b>	Oakboro, NC. 28129	704-485-2014 T
Robert Parrish		704-485-2525 F
rparrish@sevenoakshardware.com		
<b>Sology Solutions</b>	Richardson, TX 75081	972-792-9300 X 56 T
Mark Damron		972-792-9301 F
mdamron@sologysolutions.com		
<b>Southern Lock &amp; Supply</b>	Largo, FL. 33777	800-237-2875 T
Pete Auseklis		727-546-7340 F
paus eklis@southernlock.com		
<b>SOV Security</b>	Agoura Hills, CA 91301	818-706-3260—T
Bryan Merjan		818-706-3261—F
Sherwin@SOVsecurity.com		
<b>Time and Alarm Systems</b>	Mira Loma, CA 91752	951-685-1761—T
Kristen Lane		
klane@timeandalarm.com		

## GSA Authorized Dealers



**Tri-State Lock & Safe, Inc**

David Eaton

david@tristatelock.com

Tifton, GA 31794

T— 229-382-1317

F— 229-388-0386

**Twin City Hardware**

Jim Hooker

jhooker@tchco.com

Oakdale, MN. 55128

651- 789-7205 T

651 731-7111 F

**WM S. Trimble Co., Inc.**

Wendy Elmore

welmore@wmstrimble.com

Knoxville, TN 37920

865-573-1911 T

865-609-1328 F

May 23, 2017

Mr. Rick Myers  
Montgomery Hardware Co.  
8777 Lanyard Court  
Rancho Cucamonga, CA 91730

**Subject: Montgomery Hardware Co.'s California Multiple Award Schedule (CMAS)**

**CMAS Contract No.:** 4-17-84-0059A  
**CMAS Contract Term:** May 23, 2017 through July 31, 2022  
**Base GSA Schedule No.:** GS-07F-0326T

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

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

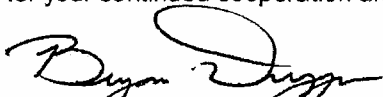
To manage this contract, Contractors are directed to the "CMAS Contract Management and Information Guide", which can be accessed at [www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx](http://www.dgs.ca.gov/pd/programs/leveraged/cmas.aspx), then select the "For Suppliers/Contractors" link. This guide covers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

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

**THE NEXT QUARTERLY REPORT DUE FOR THIS CONTRACT IS Q2-2017 (APR-JUN)**  
**DUE BY JULY 15, 2017.**

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

Should you have any questions regarding this contract, please contact me at 916/375-4391. Thank you for your continued cooperation and support of the CMAS Program.



BRYAN DUGGER, Program Analyst  
California Multiple Award Schedules Unit

State of California  
**MULTIPLE AWARD SCHEDULE**  
**Montgomery Hardware Co.**

CONTRACT NUMBER:	<b>4-17-84-0059A</b>
CMAS CONTRACT TERM:	5/23/2017 through 7/31/2022
CONTRACT CATEGORY:	Non Information Technology Goods
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$100,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0326T
BASE SCHEDULE HOLDER:	Electronic Technologies Corporation USA

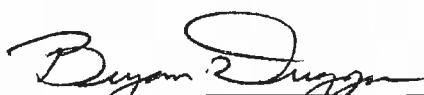
This contract provides for the purchase and warranty of physical access control systems (PACS), alarm and signal systems, facility management systems, and locking devices. (See page 2 for the specific brands and restrictions applicable to this contract.)

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

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

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

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



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

Effective Date: **5/23/2017**



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

**CMAS PRODUCT & SERVICE CODES**

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

Brand-Allegion  
Brand-Schlage  
Hardware-Door  
Hardware-Lock  
Security-Components  
Service-Hardware Installation  
Service-Hardware Maintenance

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

Allegion  
aptiQ Readers  
Schlage AD Series Networked Locks  
Schlage AD Series Standalone Locks  
Schlage CO Series Locks  
Electromagnetic Locks  
LCN Closers  
Von Duprin  
Falcon Locks and Closers

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Ancillary supplies and/or services, maintenance, repair and professional security/facility management services are not available under this contract.

**CMAS BASE CONTRACT**

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0326T (ELECTRONICS TECHNOLOGIES CORPORATION USA) with a GSA term of 4/18/2017 through 4/17/2022 including modification PA-0099. The term of this CMAS contract incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the "CMAS Term Dates" on page 1.

Replace "Electronics Technologies Corporation USA" with "Montgomery Hardware Co." where "Electronics Technologies Corporation USA" is referenced in the federal GSA multiple award Contract Terms and Conditions.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be mailed to the following address, or faxed to (877) 917-0114:

**Montgomery Hardware Co.  
8777 Lanyard Court  
Rancho Cucamonga, CA 91730  
Attn: Rick Myers**

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

**Phone: (877) 917-0113 ext. 204  
E-mail: [rmyers@montgomeryhardware.com](mailto:rmyers@montgomeryhardware.com)**

**TOP 500 DELINQUENT TAXPAYERS**

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

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

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

**CALIFORNIA SELLER'S PERMIT**

Montgomery Hardware Co's California Seller's Permit No. is 11231277. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: [www.boe.ca.gov](http://www.boe.ca.gov).

**CONTRACT PRICES**

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

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

**PRICE DISCOUNTS**

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

**DARFUR CONTRACTING ACT**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

**ORDERING PROCEDURES**

**1. Order Form**

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

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

Electronic copies of the State Standard Forms can be found at the Office of State Publishing website. The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx>

**2. Purchase Orders**

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

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

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

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

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

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

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

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

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

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

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

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

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

**CONTRACTOR OWNERSHIP INFORMATION**

Montgomery Hardware Co. is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

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

The following website lists CMAS Small Business and Disabled Veteran Partners:  
[www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx](http://www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx)  
then select "Find a CMAS Contractor".

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

See the current fees in the DGS Price Book at:  
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

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

**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

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

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

**PRODUCT INSTALLATION**

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

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

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

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

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

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

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

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

Montgomery Hardware Co.'s California Contractor's License number is 285746. This is a Class C-61 / D16 / D24 / D28 and B license that is valid through 2/28/2018.

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

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

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

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

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
5. An NSP item included in an order issued against a contract is subject to all of the terms and conditions set forth in the contract.
6. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
4. Any other item or class of items specifically excluded from the scope of this contract.
5. Public Works components NOT incidental to the total purchase order amount.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

6. Products or services the contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same contractor.

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

**STATE AND LOCAL GOVERNMENTS CAN USE  
CMAS**

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

**UPDATES AND/OR CHANGES**

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

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

**STATEWIDE PROCUREMENT REQUIREMENTS**

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

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including supplements that exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- Pursuant to Unemployment Insurance Code Section 1088.8, State and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal \$600 or more to independent sole proprietor contractors. See the Contractor's Std. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than \$5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.

**ETHNICITY/RACE/GENDER REPORTING  
REQUIREMENT**

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

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

Contractor participation is voluntary.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this contract are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

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

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

See the current administrative fees in the DGS Price Book at:  
<http://www.dgs.ca.gov/ofs/Pricebook.aspx>.

**Orders from Local Government Agencies:**

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

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

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



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

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

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

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

**6. Credit Card**

Montgomery Hardware Co. accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

**7. Lease/Purchase Analysis**

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

**8. Leasing**

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

SEAT Management financing options are NOT available through this contract.

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

**9. Maintenance Tax**

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

Generally, the State has two options:

1. For contracts that provide for maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For contracts that provide for maintenance services and consumable supply items (e.g., toner, developer, and staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies utilized during the performance period of the maintenance contract.

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

**CONTRACTOR QUARTERLY REPORT PROCESS**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

This report shall be mailed to:

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

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

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

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

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

- A report is required for each CMAS contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.

- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.

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

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

**CONTRACTOR QUARTERLY INCENTIVE FEES**

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

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

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

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

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

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

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

- Cover pages with DGS logo and CMAS analyst's signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A**

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

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT (ADA)**

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

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

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

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

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

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

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
MONTGOMERY HARDWARE CO.  
CMAS NO. 4-17-84-0059A

**ATTACHMENT A**

**ADA NOTICE**

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

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



# **ATTACHMENT B** **CMAS QUARTERLY BUSINESS ACTIVITY REPORT**

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

Contract Number: \_\_\_\_\_

For Questions Regarding This Report Contact:

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

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

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

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

Revision ☐

Reporting Quarter: Q1 (Jan-Mar) ☐

Q2 (Apr-Jun) ☐

Q3 (Jul-Sep) ☐

Q4 (Oct-Dec) ☐

Check Here if No New Orders for This Quarter ☐

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

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

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

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

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

## ATTACHMENT B

### CMAS QUARTERLY BUSINESS ACTIVITY REPORT

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

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

**Notes:**

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



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

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

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

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

- d) Statement of Work, including any specifications incorporated by reference herein;
- e) special terms and conditions; and
- f) all other attachments incorporated in the Contract by reference.

### 12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
  - i) show the number of the container and the total number of containers in the shipment; and
  - ii) the number of the container in which the packing sheet has been enclosed.
- b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

### 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

### 14. TIME IS OF THE ESSENCE: Time is of the essence in this Contract.

### 15. DELIVERY: Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any

payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

### 16. SUBSTITUTIONS: Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.

### 17. INSPECTION, ACCEPTANCE AND REJECTION:

- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.
- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
- c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
- e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.

### 18. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

### 19. CMAS -- WARRANTY: The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.

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

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

- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.

**20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

**21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.

**22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**

- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
- b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.

**23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**

- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or

designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
  - i) Stop work as specified in the Notice of Termination.
  - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
  - iii) Terminate all subContracts to the extent they relate to the work terminated.
  - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

**24. TERMINATION FOR DEFAULT:**

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
  - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
  - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
  - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(ii) and (a)(iii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
  - i) Completed Goods, and
  - ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be



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necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

### 25. FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

### 26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

### 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or

installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.

- 28. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.

- 29. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

- 30. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

- 31. **TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

- 32. **NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.

- 33. **CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

- 34. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent

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

**35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

**36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
  - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
  - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
  - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
  - iii) The modification by the State of the equipment furnished hereunder or of the software; or
  - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

**37. EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

**38. DISPUTES:**

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure

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to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.

### 39. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
  - i) Cancel the Stop Work Order; or
  - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
  - i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
  - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

- 40. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority

consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.

- 41. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

### 42. NONDISCRIMINATION CLAUSE:

- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

### 43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

### 44. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15)



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or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.

- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
  - i) the assignee has not been injured thereby, or
  - ii) the assignee declines to file a court action for the cause of action.

**45. DRUG-FREE WORKPLACE CERTIFICATION:** The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i) the dangers of drug abuse in the workplace;
  - ii) the person's or organization's policy of maintaining a drug-free workplace;
  - iii) any available counseling, rehabilitation and employee assistance programs; and,
  - iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
  - i) will receive a copy of the company's drug-free policy statement; and,
  - ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

**46. FOUR-DIGIT DATE COMPLIANCE:** Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**47. SWEATFREE CODE OF CONDUCT:**

- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

**48. RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).

**49. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

**50. AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).

**51. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

**52. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of

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

any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

**53. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.

**54. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10295.3.

**55. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

**56. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b).)

### ADDITIONAL CMAS TERMS AND CONDITIONS

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

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

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

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at [www.dir.ca.gov](http://www.dir.ca.gov) (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
  - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
  - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
  - i) Labor  
Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

- ii) Worker's Compensation Insurance

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

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

**59. CMAS -- TERMINATION OF CMAS CONTRACT:**

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

**60. CMAS -- CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

**61. CMAS -- DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**62. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including

individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

**63. CMAS -- CONFLICT OF INTEREST:**

- a) Current State Employees (Public Contract Code Section 10410):
  - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
  - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
  - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
  - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

**64. CMAS -- SUBCONTRACTING REQUIREMENTS:**

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

**65. CMAS -- RENTAL AGREEMENTS:**



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

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

securing the faithful performance of the Contract by the Contractor.

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

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

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

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

## Laguna Beach Unified School District

### 17. ACTION

March 27, 2018

#### Board Policies – Second Reading and Final Approval of Board Policies

##### Proposal

On February 9, 2018, the Board of Education held a special meeting to review and discuss the policies listed below. On March 13, 2018, the Superintendent presented the same policies to the Board of Education for a first reading, which the Board approved for a second reading. The policies are presented for a second reading and approval of new and updated policies, as well as deleting policies as noted.

	Policy/Bylaw	Title	Comment
1.	0100	Philosophy	New Policy. Replace and Delete BP 6003.
2.	0200	Goals for the School District	New Policy. Replace and Delete BP 6004.
3.	3250	Transportation Fees	New Policy.
4.	3555	Nutrition Program	New Policy.
5.	4119.21 4219.21 4319.21	Professional Standards Exhibit 4119.21 Exhibit 4219.21 Exhibit 4319.21	New Policy. Replace and Delete BP 4302.
6.	4127 4227 4327	Temporary Athletic Team Coaches	New Policy.
7.	4140 4240 4340	Bargaining Units	New Policy.
8.	4161 4261 4361	Leaves	New Policy.
9.	4215	Evaluation/Supervision – Classified	New Policy.
10.	4315	Evaluation/Supervision – Administrators	New Policy.
11.	5030	Student Wellness	Update Policy.
12.	5112.5	Open/Closed Campus	New Policy. Replace and Delete BP 5040.

13.	5116	School Attendance Boundaries	New Policy. Replace and Delete BP 6001.
14.	5116.1	Intradistrict Open Enrollment	New Policy. Replace and Delete BP 5036.
15.	5125.1	Release of Directory Information	New Policy.
16.	5126	Awards for Achievement	New Policy.
17,	5127	Graduation Ceremonies and Activities	New Policy.
18.	6142.91	Reading/Language Arts Instruction	New Policy.
19.	6142.92	Mathematics Instruction	New Policy.
20.	6142.93	Science Instruction	New Policy.
21	6142.94	History/Social Science Instruction	New Policy.

#### **Recommended Action**

Staff recommends the Board of Education approve the policies as listed, including new, updated, and deletions.



## **Laguna Beach Unified School District**

### **18. ACTION**

**March 27, 2018**

**Approval: Contract Services Agreement for Keynote Speaker. Mr. Jeff Heil, for the Laguna Beach Unified School District Summer Staff Professional Development Program on August 29, 2018 in an Amount Not-to-Exceed \$5,000**

#### **Proposal**

Staff proposes that the Board of Education approve the contract for keynote speaker, Jeff Heil, for the LBUSD Summer Staff Professional Development Program on August 29, 2018. The cost of the speaker is not-to-exceed \$5,000.

#### **Background**

LBUSD will conduct a two-day professional development program for teachers prior to the beginning of the new school year. The 2018/19 Staff Professional Development Program will include Jeff Heil as our keynote speaker on August 29, 2018.

Mr. Heil is a digital learning innovator for the San Diego County Office of Education, an adjunct professor of educational technology for California State University San Marcos, and a Google Certified Innovator and Education Trainer. His mission in life is to spread the love of technology as a tool to transform student learning across the globe. Mr. Heil is brought to us by EdTech Team and will present a discussion on the importance of relationships, technology integration, and high expectations. Jeff Heil spoke on the second day of the Google Summit in August 2016 and it was well received by staff.

#### **Budget Impact**

The projected consulting cost for this keynote speaker for our August 29, 2018 professional development day is \$5000.

#### **Recommended Action**

Staff recommends the Board of Education approve the contract services agreement for a keynote speaker for the LBUSD Summer Staff Professional Development Program on August 29, 2018.



**Keynote Proposal  
Laguna Beach Unified School District  
Keynote  
August 29, 2018**

**Prepared For:**

Alysia Odipo, Ed.D.  
Assistant Superintendent, Instructional Services  
Laguna Beach Unified School District  
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**Prepared By:**

Michael Wacker  
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[www.edtechteam.com](http://www.edtechteam.com) | [michael@edtechteam.com](mailto:michael@edtechteam.com)

**Proposal Date:**

03-08-2018

**Scope of Work:**

EdTechTeam, Inc (EdTechTeam) will provide Laguna Beach Unified School District (LBUSD) with the following high-quality professional development session:

**Title:** (LBUSD) Keynote

**Date:** August 29, 2018

**Times:** Keynote

**Format:** Single Room

**Registration:** Laguna Beach Unified School District will provide EdTechTeam with a list of registrants

**Capacity:** 500 Participants



**Jeff Heil | Digital Learning Innovator**

**Keynote title: Technology, High Expectations, and the Art of Relationships**

What does it take for teachers to ensure that all kids truly have the opportunity for success? How can moonshoot thinking lead to the transformation of your classroom and school? Jeff will discuss how high expectations, creativity, bravery, and the establishment of relationships will change the predictability of who succeeds and fails in our schools.

EdTechTeam will provide keynote, online resources for participants, and an online evaluation for the keynote. The exact agenda will be customized prior to the event.

**Conditions:**

Laguna Beach Unified School District will host the workshop in an appropriate training facility equipped with projectors, screens, and wireless Internet access. Laguna Beach Unified School District will also provide technical support and logistical support for the session.

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**Compensation:**

Laguna Beach Unified School District will pay EdTechTeam for these services at the following rates.

Component	Unit	Pricing	Total
Jeff Heil Keynote	1	\$5,000 USD	\$5,000 USD
<b>TOTAL</b>			<b>\$5,000 USD</b>

These sessions are offered via "group registration." Laguna Beach Unified School District will handle individual registration and will pay EdTechTeam with a single check for all participants.

EdTechTeam will generate an invoice once the proposal is signed by both parties. Payment with a single check will be due within 30 days of the invoice date. A 1.5% per month charge will be added to all invoices that are not paid within 30 days.

**Cancellation:**

Services may be cancelled by EdTechTeam or Laguna Beach Unified School District with or without cause upon the giving of thirty days written notice to the other party. If services are



cancelled by Laguna Beach Unified School District less than thirty days prior to the workshop, Laguna Beach Unified School District will be invoiced for any costs (including travel expenses) already incurred by EdTechTeam.

**Changes:**

Changes to this proposal may be arranged by mutual agreement in writing between EdTechTeam and Laguna Beach Unified School District.

**Agreement:**

This proposal may serve as a letter of agreement between EdTechTeam, Inc. and Laguna Beach Unified School District. If this proposal meets the needs of both parties, authorized representatives may sign below to signify agreement to the terms above.

Laguna Beach Unified School District (LBUSD)

EdTechTeam, Inc. (EdTechTeam)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

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

Michael Wacker

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

Chief Learning Officer

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**The EdTechTeam is an official Google for Education Professional Development Partner and Apple Professional Learning Provider.**

**Partner**

**Google for Education**



**Professional Learning  
Provider**

