



## **RESCUE UNION SCHOOL DISTRICT**

2390 Bass Lake Road Rescue, CA 95672 (530) 677-4461 / FAX (530) 677-0719

[www.rescueusd.org](http://www.rescueusd.org)

### **BOARD OF TRUSTEES REGULAR MEETING MINUTES**

Tuesday, March 21, 2023 - 6:30 p.m. Open Session  
Rescue District Office Board Room

The Public's health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and all are urged to take all appropriate health safety precautions. To facilitate this process, there were two options to view and/or participate in this open session meeting in person or via Zoom.

#### **DISTRICT MISSION**

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive and quality education in a safe environment in which all individuals are respected, valued, connected and supported.

#### **PLEASE NOTE:**

These are provided as summary minutes. The audio recording of the meeting is available for review at:  
<http://www.rescueusd.org/School-Board/Agendas-Minutes/index.html>

**CALL TO ORDER:** Board president called the meeting to order at 5:32 p.m.

#### **ROLL CALL:**

- ✓ Michael Gordon, President
- ✓ Kim White, Vice President
- ✓ Michelle Bebout, Clerk
- ✓ Jamie Hunter, Member
- ✓ Michael Flaherty
- ✓ Jim Shoemake, Superintendent and Board Secretary

#### **PUBLIC COMMENT:**

(Closed session agenda items only)

There were no comments concerning items on the Closed Session agenda.

## **CLOSED SESSION:**

The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.

Conference with Labor Negotiator - Discussion with the District's Superintendent, Jim Shoemake, and/or labor negotiators, Lisa Donaldson and Dustin Haley, regarding directions and issues in negotiations with Rescue Union Federation of Teachers (RUFT), California School Employees Association (CSEA), Confidential Staff, and Administrative Management.

## **OPEN SESSION:**

Convened open session in the Board Room at 6:37 p.m.

Welcome - The Board president provided an introduction to Board meeting proceedings.

Flag Salute - Board president led the flag salute.

### **1. Adoption of Agenda**

(Consideration for Action)

Trustee White moved to re-sequence the agenda as follows:

Item 2 - pulled and moved forward to the next Regular Board meeting on April 25, 2023, with the balance of the agenda approved. Trustee Gordon seconded the motion. Motion passed 5-0.

## **REPORTS AND COMMUNICATION:**

Report from Closed Session - Board president reported no action taken in closed session.

Superintendent's Report - The Superintendent presented a report on recent Bright Spots happening around the district, including the following recent RUSD middle school highlights: Marina Village's "Team Stationary" for Falkon Academy Robotics qualifying for the state championship and Pleasant Grove 7th Grade Girls Basketball Team winning the El Dorado County 2022-2023 championship. The District continues to promote and engage in "Continuous Improvement" with current administrative training through Studer Education and Superintendent Shoemake cited the positive Leadership Conference experience he had attending the Destination High Performance event this month with Assistant Superintendent Haley. At Green Valley Elementary, the garden space is primed with new planters and deer fencing just in time for spring and students are looking forward to using the updated area in the sunnier weather to grow their own vegetables and more.

Celebrating Excellence - Jackson Elementary Principal Michele Williamson gave a site update and stated that about eighty-five percent (85%) of all students, grades TK-5th, are meeting all standards in English Language Arts (ELA) and Math curriculum. The school works very hard to maintain high educational standards and has effective learning intervention teams and tools in place for any students in need of targeted teaching. The staff, PTO, Leadership elective and parent community put on numerous events throughout the school year such as the Science Fair and Annual Giving Gala fundraiser which are so beneficial and enjoyed by many. A brand-new grass field will open after Spring Break next month and Jackson hopes to break ground on an "All Abilities" playground in May, the result of successful collaboration by RUSD, Jackson, EDCOE and the EDHCSD.

Difference Makers honored were Teacher Kathy Steffano and Instructional Assistant Kim Nystrom.

There were no public comments.

**BUSINESS AND FACILITIES:**

(Information Only)

**2. Solar Power Purchase Agreement (PPA) Proposal**

The Superintendent recommended the Board receive a Solar Power Purchase Agreement (PPA) project presentation for an update on the Request For Proposal (RFP) process. An EcoMotion representative provided a status report on the process to-date for Board discussion only. There were no public comments.

**3. Second Interim Budget Report**

(Consideration for Action)

The Board is required by law to receive updated financial reports during the fiscal year. After reviewing the report, the Board considered certification of the financial condition of the District. There were no public comments. The Superintendent recommended approval of the District's 2022-2023 Second Interim Budget. Trustee White moved and Trustee Flaherty seconded to approve the District's 2022-2023 Second Interim Budget. Motion passed 5-0.

**4. Smart Tag Terms and License Agreement**

(Consideration for Action)

The Superintendent recommended the Board review, discuss and approve the District's Smart Tag Terms and License Agreement. Assistant Superintendent of Business Services presented general information on the agreement with emphasis on safety measures, user-friendly equipment, and district costs. There were no public comments. Trustee Bebout moved and Trustee Hunter seconded to approve the Smart Tag Terms and License Agreement. Motion passed 5-0.

**CONSENT AGENDA:**

All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below enacts all items.

The Board President called for public comment on any of the items on the consent agenda. There were no public comments. Trustee Bebout moved and Trustee White seconded to approve the balance of the Consent Agenda. Motion passed 5-0.

**5. Board Meeting Minutes-** Minutes of the Feb. 7, 2023 Regular Board Meeting (Materials provided)

**6. Board Meeting Minutes-** Minutes of the Mar. 7, 2023 Regular Board Meeting (Materials provided)

**7. Human Resources-**the District's long-range goal is to recruit a diverse, high quality staff with student focused goals and philosophies. Periodically, changes in staffing occur due to need for additional positions, resignations, or leaves of absence. All positions listed are within current budget allocations (Materials provided)

**8. Update of Authorized Bank Signatories** (Materials provided)

**9. District Expenditure-** Warrants must regularly be presented to the Board of Trustees for ratification. Detailed warrant order listings are available at the District Office. The supplement reflects expenditures from 2/1/23 through 2/28/23 (Materials provided)

- 10. District Purchase Orders - Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplemental reflects expenditures from 2/1/23 through 2/28/23 (Materials provided)
- 11. Report of Surplus Equipment (Materials provided)
- 12. 2022-2023 and 2023-2024 Transportation Two-Year Plan (Materials provided)
- 13. Business contract with Stephen Roatch Accountancy Corporation for fiscal years 2023, 2024 and 2025. (Materials provided)

**ADJOURNMENT:**

Trustee White moved to adjourn the meeting at 9:01 p.m.

Michelle Bebout, Clerk	Date	Michael Gordon, President	Date
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## **RESCUE UNION SCHOOL DISTRICT**

2390 Bass Lake Road Rescue, CA 95672 (530) 677-4461 / FAX (530) 677-0719  
[www.rescueusd.org](http://www.rescueusd.org)

### **BOARD OF TRUSTEES STUDY SESSION MINUTES**

Tuesday, April 18, 2023  
Rescue District Office Board Room

The Public's health and well-being are the top priority for the Board of Trustees of the Rescue Union School District and all are urged to take all appropriate health safety precautions. To facilitate this process, there were two options to view and/or participate in this open session meeting in person or via Zoom.

### **DISTRICT MISSION**

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive and quality education in a safe environment in which all individuals are respected, valued, connected and supported.

### **PLEASE NOTE:**

These are provided as summary minutes. The audio recording of the meeting is available for review at:  
<http://www.rescueusd.org/School-Board/Agendas-Minutes/index.html>

**CALL TO ORDER:** Board president called the meeting to order at 5:34 p.m.

### **ROLL CALL:**

- ✓ Michael Gordon, President
- Kim White, Vice President
- ✓ Michelle Bebout, Clerk
- ✓ Jamie Hunter, Member
- ✓ Michael Flaherty, Member
- ✓ Jim Shoemake, Superintendent and Board Secretary

**OPEN SESSION:**

Convened open session in the Board Room at 5:34 p.m.

Welcome - The Board president provided an introduction to Board meeting proceedings.

Flag Salute - Board president led the flag salute.

1. Adoption of Agenda

(Consideration for Action)

Trustee Flaherty moved and Trustee Bebout seconded to approve the agenda as presented. Motion passed 4-0.

**PUBLIC COMMENTS:**

There were no public comments.

**GENERAL:**

(Presentation)

2. Board and Superintendent Governance Training and Strategic Planning

The Board and Superintendent participated in a governance training workshop facilitated by the El Dorado County Office of Education Deputy Superintendent Wendy Frederickson. Trustee White arrived during introductions.

**ADJOURNMENT:** Trustee White moved to adjourn the meeting at 7:34 p.m.

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Michelle Bebout, Clerk

Date

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Michael Gordon, President

Date

RESCUE UNION SCHOOL DISTRICT

**AGENDA: Certificated Personnel**

**RECOMMENDATION:**

The Superintendent recommends the Board approve the following personnel actions.

**BACKGROUND:**

Periodically changes in administrative staffing occur due to hiring, promotions, resignations or requests for leaves of absence. The Board must formally approve these requests.

**STATUS:**

The following certificated personnel changes are listed on the agenda.

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
Beamer, Christine	Resignation	.2176	Nurse	Lakeview	4/28/2023
Eisenhart, Sharon (Kim)	Retirement	1.0	Science	Pleasant Grove	5/26/2023

**FISCAL IMPACT:**

Fiscal impact will be reflected in the 2022-2023 and 2023-2024 budget.

**BOARD GOALS:**

Board Focus Goal IV - STAFF NEEDS

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to provide quality education for our students.

**RESCUE UNION SCHOOL DISTRICT**

**AGENDA ITEM: Classified Personnel**

**RECOMMENDATION:**

The Superintendent recommends the Board approve the following personnel actions.

**BACKGROUND:**

Periodically changes in classified staffing occur due to hiring, resignations or requests for leaves of absence. The Board must formally approve these requests.

**STATUS:**

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	Position FTE	Position	School or Dept.	Effective Date
Emp#4121	Dismissal	.3750			3/10/2023
Bergland, Matthew	Employment	1.0	Mechanic Assistant	Transportation	3/13/2023
Boyd, Shylia	Employment	.3750	Yard Supervisor	Rescue	4/17/2023
Perrin, Erica	Employment	.75	II Facilitator	Pleasant Grove	3/23/2023
Warney, Amy	Employment	.3750	Food Service Worker	Food Services	3/14/2023
Waterman, Christopher	Employment	1.0	Custodian	Marina Village	4/3/2023

**FISCAL IMPACT:**

Fiscal impact will be reflected in the 2022-2023 budget years.

**BOARD GOAL:**

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.



**Quarterly Report on Williams Uniform Complaints**  
[Education Code § 35186]

To: Dr. Ed Manansala, Superintendent of Schools

District: Rescue Union School District

Person completing this form: Christina Mason Title: Administrative Assistant

Signature:

Quarterly Report Submission Date: ☐ January 2023

☐ (check one) ☒ April 2023

☐ July 2023

☐ October 2023

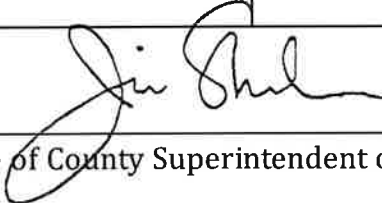
Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

☒ No complaints were filed with any EDCOE program sites during the quarter indicated above.

☐ Complaints were filed with any EDCOE program sites during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	#Resolved	#Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignment			
Facilities Conditions			
TOTALS			

  
\_\_\_\_\_  
Signature of County Superintendent of Schools

April 25, 2023

Date

Vendor/Addr Remit name: VERIZON WIRELESS  
Req Reference Date Description  
P O BOX 660108  
DALLAS, TX 75266-0108

100001/00  
235309 PO-230301 02/24/2023 992856327 JAN25-FEB24  
1 01-0000-0-5901-0000-7600-081-0000-00-000 NN P  
34.95 \*  
TOTAL PAYMENT AMOUNT

105686/00  
VILANOVA, JOEL  
(EMPLOYEE REIMBURSEMENT)  
11052 AUTUMNWIND LN  
RANCO CORDOVA, CA 95670  
PV-230776 03/08/2023 MILEAGE FEB NO WORK TRUCK JV  
01-0816-0-5200-0000-2490-120-0000-00-000 NN  
16.83 \*  
TOTAL PAYMENT AMOUNT

102998/00  
WELLS FARGO FINANCIAL LEASING  
PO BOX 77096  
MINNEAPOLIS, MN 55480  
235311 PO-230303 02/25/2023 5024063771 022423-032323  
1 01-0000-0-5690-1110-1000-081-0000-00-000 NN P  
235.95 \*  
TOTAL PAYMENT AMOUNT

TOTAL BATCH PAYMENT 255,303.89 \*\*\* 0.00 255,303.89  
TOTAL USE TAX AMOUNT 147.26  
TOTAL DISTRICT PAYMENT 255,303.89 \*\*\*\* 0.00 255,303.89  
TOTAL USE TAX AMOUNT 147.26  
TOTAL FOR ALL DISTRICTS: 255,303.89 \*\*\*\*\* 0.00 255,303.89  
TOTAL USE TAX AMOUNT 147.26

255,303.89-147.26

Number of checks to be printed: 67, not counting voids due to stub overflows.  
Number of zero dollar checks: 4, will be printed.

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon

  
District Designee Date 3/9/23

Vendor/Addr. Remit name. Date Description Tax ID num. Deposit type FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS EE ES E-Term E-ExtRef. Net Amount

102799/00 WOODWIND & BRASSWIND 5795 LINDERO CANYON ROAD WESTLAKE VILLAGE, CA 91362  
235711 PO-230696 02/14/2023 ARINV66363196 1 01-6762-0-4300-1110-1000-024-0034-00-000 NN P 72.93 \* 72.93 72.93

TOTAL PAYMENT AMOUNT

005634/00 YOUNGDAHL CONSULTING GROUP INC 1234 GLENHAVEN COURT EL DORADO HILLS, CA 95762-000  
235654 PO-230647 02/23/2023 80624 GV 1 01-0000-0-5806-0000-7200-081-0000-00-000 NN P 2,200.00 2,200.00  
235655 PO-230648 01/31/2023 80625 1 01-0000-0-5806-0000-7200-081-0000-00-000 NN P 2,200.00 2,200.00  
TOTAL PAYMENT AMOUNT 4,400.00 \* 4,400.00

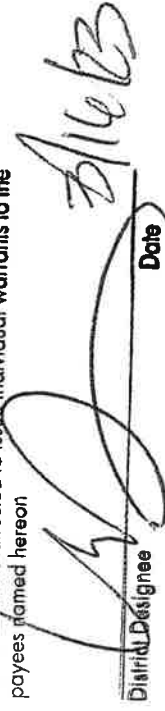
TOTAL BATCH PAYMENT 299,621.58 \*\*\* 0.00 299,621.58 123.43  
TOTAL USE TAX AMOUNT

TOTAL DISTRICT PAYMENT 299,621.58 \*\*\*\* 0.00 299,621.58 123.43  
TOTAL USE TAX AMOUNT

TOTAL FOR ALL DISTRICTS: 299,621.58 \*\*\*\*\* 0.00 299,621.58 123.43  
TOTAL USE TAX AMOUNT

Number of checks to be printed: 72, not counting voids due to stub overflows.  
Number of zero dollar checks: 4, will be printed.

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon

  
District Designee Date

BATCH: 0051 0051 03\_24\_2023 LQ

015 RESCUE UNION SC  
0051 03 23 2023 LQ

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	E-term	E-Extr
Req Reference	Date		FD RESC Y	GOAL	FUNC	LC1	LOC2	L3
				OBJT	T9MPS	Liq Amt	Net Amount	
Description								

104986/00 TPX COMMUNICATIONS  
PO BOX 509013  
SAN DIEGO, CA 92150-9013  
235307 PO-230299 03/09/2023 168080329-0 MAR

	1,936.29	
1,936.29		
1,936.29		
TOTAL PAYMENT AMOUNT	1,936.29 *	1,936.29
1 01-0000-0-5901-0000-7600-081-0000-00-000 NN P		

106398/00 TRETOP PRODUCTS INC  
222 STATE STREET  
BATAVIA, IL 60510  
235708 PO-230692 02/10/2023 INVTR20070

1	01-9421-0-4400-1110-1000-021-0000-91-000	NN F	14,393.42
TOTAL PAYMENT AMOUNT			14,393.42

106648/00    ULTIMATE ROOF  
9757 7TH STREET STE 803  
RANCHO CUCAMONGA, CA 91730

235766 PO-230751 03/09/2023 00061

1	01-8150-0-4300-0000-8110-085-0000-00-000	NN P	469.41
	TOTAL PAYMENT AMOUNT		469.41

TOTAL BATCH PAYMENT	122,389.03	***	0.00
TOTAL USE TAX AMOUNT	122,389.03	27.87	

TOTAL DISTRICT PAYMENT	122,389.03	****	0.00
TOTAL USE TAX AMOUNT			27.87
	122,389.03		

TOTAL FOR ALL DISTRICTS:	122,389.03	****	0.00
TOTAL USE TAX AMOUNT			27.87

Number of checks to be printed: 43, not counting voids due to stub overflows.  
Number of zero dollar checks: 4, will be printed.

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein

[Signature] Date 3/20/13

Vendor/Addr. Remit name	Tax ID num.	Deposit type	FD	RESC	Y	OBJT	GOAL	FUNC	LC1	LOC2	L3	SCH	T9MPS	EE	ES	E-Term	E-ExtRef	Net Amount
Req Reference	Date	Description																

TOTAL DISTRICT PAYMENT	202,931.16	****	0.00	202,931.16	31.06
TOTAL USE TAX AMOUNT					
TOTAL FOR ALL DISTRICTS:	202,931.16	****	0.00	202,931.16	31.06
TOTAL USE TAX AMOUNT					

202,931.16

Number of checks to be printed: 50  
Number of zero dollar checks: 0

not counting voids due to stub overflows.  
will be printed.

Pursuant to Rescue Union School District Policy, the El  
Berado County Superintendent of Schools is hereby  
authorized and directed to issue individual warrants to the  
payees named hereon

*[Signature]*  
District Designee

Date

015 RESCUE UNION SCHOOL DISTRICT J69127 ACCOUNTS PAYABLE PRELIST APY500 L.00.21 03/24/23 08:07 PAGE 1  
BATCH: 0053 dev fee refund permit #339947 << Held for Audit >>

Vendor/Addr	Remit name	Tax ID num	Deposit type	ABA num	Account num	EE	ES	E-Term	E-ExtrRef						
Req Reference	Date	Description	FD	RSSC	Y	OBUT	GOAL	FUNC	LCL	LOC2	L3	SCH	T9MPS	Liq Amt	Net Amount

106663/00 Andrew D Co and Rebecca Co  
1395 Crocker Dr.  
El Dorado Hills, CA 95762

PV-230858	03/24/2023	dev fee refund permit #339947	25-9013-0-6681-0000-0000-00-000 NN	255.00
		TOTAL PAYMENT AMOUNT	255.00 *	255.00

TOTAL PAYMENT AMOUNT	255.00 *
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TOTAL BATCH PAYMENT	255.00 ***	0.00	255.00
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TOTAL DISTRICT PAYMENT	255.00	***	0.00	255.00
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TOTAL FOR ALL DISTRICTS:	255.00	***	0.00	255.00
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Number of checks to be printed.	1. not counting voids due to stub overflows.	255.00

2/13/20

Pursuant to El Dorado County Office of Education policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon.

2.24.23

District Designee \_\_\_\_\_ Date \_\_\_\_\_

0054 04\_03\_2023 lq BATCH: 0054 0054 04\_03\_2023 LQ << Held for Audit >>

Vendor/Addr Remit name Tax ID num Deposit type ABA num Account num EE ES E-Term E-ExtRef  
Req Reference Date Description FD RESC Y OBJT GOAL FUNC LC1 LOC2 L3 SCH T9MPS Liq Amt Net Amount

007923/00 WILKINSON PORTABLES  
3005 VENTURE ROAD  
PLACERVILLE, CA 95667  
235769 PO-230754 03/30/2023 144658  
1 01-1100-0-5806-1110-1000-022-0000-92-000 NN F 180.00 180.00 180.00  
TOTAL PAYMENT AMOUNT 180.00 \*

TOTAL BATCH PAYMENT 94,133.78 \*\*\* 0.00 94,133.78  
TOTAL DISTRICT PAYMENT 94,133.78 \*\*\*\* 0.00 94,133.78  
TOTAL FOR ALL DISTRICTS: 94,133.78 \*\*\*\*\* 0.00 94,133.78

94,133.78 *12*

Number of checks to be printed: 34, not counting voids due to stub overflows.  
Number of zero dollar checks: 1, will be printed.

Pursuant to Rescue Union School District Policy, the El  
Dorado County Superintendent of Schools is hereby  
authorized and directed to issue individual warrants to the  
payees named hereon

*[Signature]*  
District Designee  
Date *4/3/23*

Vendor/Addr	Requit name	Date	Description	Tax ID num	Deposit type	ABA num	Account num	EE ES	E-Term	E-ExtRef
Req Reference					FD RESC Y	OBUT GOAL	L3 SCH	T9MPS	Liq Amt	Net Amount

100001/00	VERIZON WIRELESS									
	P O BOX 660108									
	DALLAS, TX 75266-0108									
235309	PO-230301	03/24/2023	9930974364	FEB 25-	MAR 24	1	01-0000-0-5901-0000-7600-081-0000-00-000	NN P	34.95	34.95
										34.95

105374/00	WAYNES LOCKSMITH INC									
	669 PLACERVILLE DRIVE									
	PLACERVILLE, CA 95667									
235234	PO-230231	03/28/2023	i10044			1	01-8150-0-4300-0000-8110-085-0000-00-000	NN P	51.96	51.96
										51.96

105809/00	WEBSTER, LAURA									
	(EMP REIMB)									
	PO BOX 504									
	GEORGETOWN, CA 95634									
PV-230924	04/06/2023	TARGET BOOSTER SEAT	TRANS	01-6547-0-4360-5730-3600-083-0000-00-000	NN					31.09
			TOTAL PAYMENT AMOUNT							31.09

TOTAL BATCH PAYMENT	347,809.01	***	0.00	347,809.01
TOTAL DISTRICT PAYMENT	347,809.01	****	0.00	347,809.01
TOTAL FOR ALL DISTRICTS:	347,809.01	****	0.00	347,809.01

Number of checks to be printed: 74, not counting voids due to stub overflows.  
Number of zero dollar checks: 1, will be printed.

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon

  
District Designee  
Date 4/6/23



## 01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230779	2NDGEAR LLC	Project Camera Cable,ActivPan	16,745.92	DISTRICTWIDE SERVICES
230787	2NDGEAR LLC	POWERLIGHT PROJECTOR	577.68	Transportation
230763	AMAZON CAPITAL SERVICES INC	Gen Don - Supplies	1,500.00	Pleasant Grove Middle School
230772	AMAZON CAPITAL SERVICES INC	8th EOY Donations	1,750.00	Pleasant Grove Middle School
230774	AMAZON CAPITAL SERVICES INC	Leadership	1,525.00	Pleasant Grove Middle School
230776	AMAZON CAPITAL SERVICES INC	Tech Supplies List - 03/14/23	32,796.99	DISTRICTWIDE SERVICES
230804	AMAZON CAPITAL SERVICES INC	LF - 22 iPad cases	554.72	DISTRICTWIDE SERVICES
230820	AMAZON CAPITAL SERVICES INC	MILA'S MUSIC ITEMS	294.94	DISTRICTWIDE SERVICES
230810	AMERICAN RIVER CONSERVANCY	Nature Bowl Program Fee	25.00	Lakeview
230805	APPLE COMPUTER INC	LF - 22 iPads, TVs, Pencils	15,118.02	DISTRICTWIDE SERVICES
230757	AVID CENTER	AVID Conf Reg	8,550.00	Pleasant Grove Middle School
230818	BAD WOLF PRESS	5th gr Amer Revolution musical	66.64	Green Valley School
230798	BOOMERANG PROJECT	M.Harp WEB pins	159.80	Marina Village School
230758	BORDERLAN SECURITY	Linewize - 3yr subscription	36,450.00	DISTRICTWIDE SERVICES
230762	BULK BOOKSTORE	The Magicians Nephew-5th grade	355.33	Lake Forest School
230817	CENTER FOR THE COLLABORATIVE	SIPPS Plus for grade 4-12	950.81	Green Valley School
230814	COMPUGROUP MEDICAL INC	CGM RCM Medi-Ed (2021-22)	2,810.87	DISTRICTWIDE SERVICES
230773	CROWN AWARDS	8th EOY Promotion Awards	470.43	Pleasant Grove Middle School
230800	DBQ PROJECT,THE	DBQ Company	1,287.00	Lake Forest School
230802	DIPIETRO & ASSOCIATES INC	AED Equipment	4,881.59	DISTRICTWIDE SERVICES
230781	DISCOUNT SCHOOL SUPPLY	Roll paper	146.77	Lakeview
230803	EATON INTERPRETING SVCS INC.	INTERPRETING SERVICES	420.00	DISTRICTWIDE SERVICES
230770	EDGEWOOD PRESS INC	Friday Folders	888.19	Green Valley School
230825	EL DORADO COUNTY	Student Transportation	14,400.00	DISTRICTWIDE SERVICES
230793	EL DORADO HILLS COMMUNITY	K.O. Settlement Costs	44,650.00	Student Support Services
230808	EL DORADO HILLS COMMUNITY	5th grd end of year pool party	1,080.00	Lakeview
230807	ELITE CONTROL INC	5th grade promo pool party	1,080.00	Green Valley School
230778	FAGEN FRIEDMAN & FULFROST LLP	F3 Law SpEd Symposium	3,000.00	Maintenance
230777	FOLLETT SCHOOLS SOLUTIONS INC	Follett Books-Library	1,125.00	Student Support Services
230809	FOLLETT SCHOOLS SOLUTIONS INC	Replenish Library Books	274.45	Lake Forest School
230812	FOLLETT SCHOOLS SOLUTIONS INC	Books	2,675.88	Green Valley School
230828	FOLLETT SCHOOLS SOLUTIONS INC	Book Order for Library	2,911.01	Rescue School
230822	GIA PUBLICATIONS INC	MUSIC	2,458.75	Jackson School
230819	GOODWIN - COLE CO.	New fabric for canopies	1,295.58	DISTRICTWIDE SERVICES
230761	GOPHER SPORT PLAY WITH A PURP	PE Supplies for Prep Teachers	11,865.50	Jackson School
230767	GOPHER SPORT PLAY WITH A PURP	PE Equipment	1,979.37	Green Valley School
230816	GUZMANS INFLATE THE FUN	Read Carnival Obstacle Course	3,093.69	Rescue School
230790	HEALTH CARE LOGISTICS INC	Nursing Supplies	1,110.00	Green Valley School
230766	HEGGERTY PHONEMIC AWARENESS	Tk & K Phonemic Awareness Curr	55.51	Student Support Services
230826	JET MULCH INC	Lakeview Playground Wood Fiber	412.35	Green Valley School
230769	JUNIOR LIBRARY GUILD	Library - Gen Donations	6,189.60	Operations
230784	LAKESHORE LEARNING MATERIALS	Kindergarten Rug	160.88	Pleasant Grove Middle School
230829	LAKESHORE LEARNING MATERIALS	Cabinet for Paige Smith Room	671.15	Lake Forest School
230811	MACGILL & CO.	Nursing Supplies	1,343.53	Jackson School
230815	MACKENZIE EDD MFCC, ROBERT J	Books for teachers	359.43	DISTRICTWIDE SERVICES
230764	MAIDU MUSEUM & HISTORIC SITE	3rd grade MMHS Classroom Outrea	450.00	Green Valley School
230792	MAXIM HEALTHCARE SERVICES INC	Student Services - Aides	360.00	Green Valley School
230799	MIDAMERICA BOOKS	MidAmerica book order	135,000.00	DISTRICTWIDE SERVICES
230788	MINDWORKS INNOVATIONS INC	WORKBOOK	323.14	Lake Forest School
230789	MOBILE ED PRODUCTIONS INC	STEAM museum	48.17	Rescue School
			1,495.00	Lakeview

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
230824	ORIENTAL TRADING COMPANY INC	Red Ticket Prizes	285.72	Green Valley School
230783	PARTITION SPECIALTIES INC	MP STAGE PARTITIONS	2,894.03	Maintenance
230782	PDX READING SPECIALIST LLC	Sound Magnets	205.75	Jackson School
230771	PEARSON ASSESSMENTS	Achievement Test Reports	135.00	DISTRICTWIDE SERVICES
230791	PEARSON ASSESSMENTS	School Psych. Testing Supplies	272.93	Student Support Services
230760	POLLOCK PINES ESD	Spelling Bee 2023	240.00	Lakeview
230813	PRO-ED	School Psych. Protocols	137.28	DISTRICTWIDE SERVICES
230775	RED8 LLC	20 chromebooks	4,789.13	DISTRICTWIDE SERVICES
230780	ROBOSOURCE LLC	Robotics replac.parts/Williams	21.05	Marina Village School
230759	ROBOTLAB INC	SITE - software Lisence	2,505.26	Pleasant Grove Middle School
230796	RUSD CONFERENCE	SAC AREA SCIENCE PROJECT	202.00	DISTRICTWIDE SERVICES
230768	SACRAMENTO RIVER CATS	BBall Tix 5th grade FT	1,387.50	Rescue School
230786	SCHOOL SPECIALTY LLC	Kindergarten Rug	561.67	Lake Forest School
230765	SECURED MOBILITY LLC	Smart Tag	29,986.25	Transportation
230831	SEVILLA, ARLENE	EXG NPS Transportation - PR	1,700.00	Student Support Services
230823	SHEET MUSIC PLUS	MUSIC SHEET	326.04	DISTRICTWIDE SERVICES
230806	SKI AIR INC.		3,000.00	Maintenance
230801	SKIP'S MUSIC INC	PA Sys - Gen Don - PTO	16,666.79	Pleasant Grove Middle School
230827	STEPHEN ROATCH ACCOUNTANCY COR	2022-23 ANNUAL AUDIT	27,600.00	DISTRICTWIDE SERVICES
230797	TWIG EDUCATION INC	SCIENCE ADOPTION CURRICULUM	407,790.89	DISTRICTWIDE SERVICES
230821	UBEO BUSINESS SERVICES	Staples for workroom copier	287.76	Lake Forest School
230785	WINSOR LEARNING INC	Learning Materials-RSP	1,166.64	Lake Forest School
TOTAL FUND			868,355.38	

13 CAFETERIA FUND			
P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT
230794	CHEFS TOYS LLC	Smallware kitchen items	4,365.66
230795	SCREENFLEX PORTABLE PARTITIONS	Portable Partitions	6,897.32
		TOTAL FUND	11,262.98
		TOTAL DISTRICT	879,618.36

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
		Food Services - Req Entry		
		Lakeview		

FUND		AMOUNT
01	GENERAL FUND	868,355.38
13	CAFETERIA FUND	11,262.98
	TOTAL DISTRICT	879,618.36

## Date: 3/28/2023

District Use Only

Principal / Supervisor Signature

Code	Description
A	Fair Equipment that is usable without repairs, but is somewhat worn or deteriorated and soon may require repair.
B	Poor Equipment that is usable but is considerably worn or deteriorated. The remaining utility is limited or major repairs will be required.
C	Unusable, cannot be repaired.

\* If there is no inventory number on the equipment, please record the serial number or model number in its place.

**PROCLAMATION OF  
THE RESCUE UNION SCHOOL DISTRICT  
REGARDING ADMINISTRATIVE PROFESSIONALS WEEK**

**WHEREAS**, Administrative Professionals Week gives an opportunity for members of the Administrative Support staff to be recognized for all their dedication and hard work; and

**WHEREAS**, Administrative Professionals Week is the last week of April (April 23-29, 2023); and

**WHEREAS**, Administrative Professionals Day is April 26, 2023; and

**WHEREAS**, this occasion is observed globally as a way to show appreciation and support for all administrative support personnel; and

**WHEREAS**, by performing their duties with skill, courtesy, and professionalism, administrative professionals in Rescue Union School District contribute significantly and strive for excellence in all areas relative to the educational community; and

**WHEREAS**, administrative professionals are vital contributors in today's team-oriented work environment and are key front-line public relations ambassadors for their organizations, and

**WHEREAS**, the work of administrative professionals today requires advanced knowledge and expertise in communications, computer software, office technology, project management, organization, customer service and other vital office management responsibilities, and most importantly, have the willingness to learn and accept new challenges, and

**WHEREAS**, the District is extremely proud of our talented and highly skilled Administrative Professional staff and officially recognize and appreciate their hard work, support and continued professional growth;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Education hereby recognizes and wishes to honor the contribution of the Administrative Support Staff to quality education in the Rescue Union School District and, declares the week of April 23 - 29, 2023 as "Administrative Professionals Week" and April 26, 2023 as "Administrative Professionals Day."

**PASSED AND ADOPTED** by the Rescue Union Board of Education on this 25th day of April, 2023.

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Michael Gordon, Board President

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Jim Shoemake, Superintendent and Board Secretary

# **PROCLAMATION OF THE RESCUE UNION SCHOOL DISTRICT REGARDING SCHOOL BUS DRIVERS DAY**

**WHEREAS**, each year on the fourth Tuesday in April, the people of California officially recognize school bus drivers for continued, excellent service to the state's youth, and these drivers are deserving of special public recognition and the highest commendation; and

**WHEREAS**, the safety of our children rest in the hands of trained school bus drivers each school day; and

**WHEREAS**, personal time and energy are expended by school bus drivers in obtaining training, maintaining current licensing, perfecting skills, and keeping abreast of current school bus laws through continuing education course work; and

**WHEREAS**, school bus drivers are trained, through counseling and disciplinary techniques to encourage appropriate student interaction with peers and adults; and

**WHEREAS**, school bus drivers exhibit patience and kindness towards students, parents, and school staff; and

**WHEREAS**, school bus drivers consistently demonstrate an awareness of and direct attention to the mechanical maintenance of the school bus and safety conditions of school bus routes; and

**WHEREAS**, many school bus drivers accumulate hundreds of accident-free miles year after year;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Rescue Union School District proclaims Tuesday, April 25, 2023 as "School Bus Drivers Day."

**BE IT FURTHER RESOLVED** that the Board of Trustees recognizes the contributions of school bus drivers and commends them for their dedicated service to the students in the Rescue Union School District.

**PASSED AND ADOPTED** by the Rescue Union Board of Education on the 25th day of April, 2023.

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Michael Gordon, Board President

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Jim Shoemake, Superintendent and Board Secretary

# **PROCLAMATION OF THE RESCUE UNION SCHOOL DISTRICT REGARDING SCHOOL PRINCIPALS DAY**

**WHEREAS**, each year, the first day of May is designated “National Principals Day” in recognition of school principals and assistant principals, for their steadfast commitment to ensuring that every child receives a quality education; and

**WHEREAS**, principals and assistant principals are responsible for the day-to-day operation of their schools, which includes leading the instructional program, managing educational initiatives, and building relationships with students, teachers, parents, and community partners to achieve excellence; and

**WHEREAS**, principals and assistant principals work diligently to establish a positive culture and climate in their schools and provide a supportive and safe school environment where students learn, grow, and thrive; and

**WHEREAS**, we are very proud of our principals and assistant principals and sincerely appreciate their ongoing efforts to “prepare all children for a successful future” in Rescue Union School District, and also to promote the importance and value of public school education in our community.

**NOW, THEREFORE, BE IT RESOLVED** that the Rescue Union School District Board of Trustees is pleased to join other boards of education across the United States in proclaiming May 1, 2023 as National Principals Day and encourages the citizens of our community to join in the celebration by thanking all school administrators for the care and concern they show for our children each day.

**PASSED AND ADOPTED** by the Rescue Union Board of Education on the 25th day of April, 2023.

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Michael Gordon, Board President

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Jim Shoemake, Superintendent and Board Secretary





**PROCLAMATION OF  
THE RESCUE UNION SCHOOL DISTRICT  
REGARDING SCHOOL NUTRITION EMPLOYEE WEEK**

**WHEREAS**, the first week in May (May 1-5, 2023) is designated as National School Nutrition Employee Week, and May 5th as School Lunch Hero Day, and

**WHEREAS**, the staff of Rescue Union School District Food & Nutrition Services is committed to providing healthy, nutritious meals to the district's public school children, so they are ready to learn; and

**WHEREAS**, the food service staff who prepare and serve school meals help nurture our children through their daily interaction and support; and

**WHEREAS**, Rescue Union School District expresses its deep appreciation to these valuable employees and commends their excellent work on behalf of the district's children;

**NOW, THEREFORE, BE IT RESOLVED** that the Rescue Union School Board does hereby proclaim the week of May 1-5, 2023, as School Nutrition Employee Week and May 5th as School Lunch Hero Day.

**PASSED AND ADOPTED** by the Rescue Union Board of Education on this 25th day of April, 2023.

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Michael Gordon, Board President

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Jim Shoemake, Superintendent and Board Secretary

**PROCLAMATION OF  
THE RESCUE UNION SCHOOL DISTRICT  
REGARDING CERTIFICATED EMPLOYEE APPRECIATION WEEK**

**May 7-13, 2023**

**WHEREAS**, certificated employees make public schools great; and

**WHEREAS**, certificated employees work to open students' minds to ideas, knowledge and dreams; and

**WHEREAS**, certificated employees keep American democracy alive by laying the foundation for good citizenship; and

**WHEREAS**, certificated employees fill many roles as listeners, explorers, role models, motivators and mentors; and

**WHEREAS**, certificated employees continue to influence us long after our school days are only memories; and

**WHEREAS**, certificated employees such as teachers, school nurses, and counselors help to ensure the physical and social emotional needs of our students are being met;

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees of the Rescue Union School District proclaims the week of May 7-13, 2023 as Certificated Employee week; and

**BE IT FURTHER RESOLVED** that the Board of Trustees urges that we observe this week by taking time to recognize and acknowledge the impact of certificated employees on our lives.

**PASSED AND ADOPTED** by the Rescue Union Board of Education on this 25th day of April, 2023.

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Michael Gordon, Board President

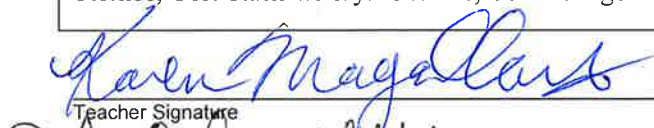
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Jim Shoemake, Superintendent and Board Secretary

# FIELD TRIP REQUEST

All field trip requests shall be submitted **at least 30 calendar days in advance** unless special circumstances exist. (AR 6153)  
All overnight and/or out of state field trips require Board approval. (BP 6153)

Contact Person:	Karen Magallanes			Date of Request: 4/11/2023	
School:	Jackson Elementary			Date(s) of Trip: March 20-22, 2024 Check here if field trip is overnight <input checked="" type="checkbox"/>	
<b>PARTICIPANTS</b>					
Teacher	Grade	# of Students	# of Staff	# of Chaperones	Total
Debbie Faleschini	4	20	1	4-6	27
Karen Magallanes	4	20	1	4-6	27
Ryann Langtry	4	21	1	4-6	28
Total Participants					82
<b>DESTINATION</b> Check here if field trip is out of state <input type="checkbox"/>					
Destination: Sierra Outdoor School			Contact Person:		
Address: 15700 Old Oak Ranch Rd. Sonora, Ca 95370			Phone: 209-532-3691		
<b>MODE OF TRANSPORTATION</b>					
<input type="checkbox"/> Walking <input type="checkbox"/> Private Vehicle <input type="checkbox"/> Commercial Transportation <input checked="" type="checkbox"/> District Bus					
If District Bus, name of staff riding the bus:					
<b>ITINERARY</b>				<b>COST PER PERSON</b>	
Arrival Time	Departure Time	Location		Entrance Fee	
	8:00	Depart from School		Transportation	
		Destination: Mercer Caverns		Parking	
		Other: SOS		Food	
		Other: Columbia		Other	
5:00		Arrival Back at School		Total	
				Source of funds:	
<b>PURPOSE &amp; PREPARATION</b>					
(Describe field trip and how it relates to and supports concurrent unit of study. Describe activities involved in preparation for field trip.)					
Science, Gold Rush history. Caverns, Columbia gold rush town. Ecology forest studies					

  
Teacher Signature

4/11/23  
Date

  
Principal Signature

4/11/23  
Date

  
Superintendent Signature

4/14/23  
Date

☒

Approved

☐

Denied

☒

Approved

☐

Denied

Reason for Denial:

*** FOR TRANSPORTATION USE ***					
Date Received:	Buses Required: 1 2 3 4 5	Estimated Mileage Cost _____ miles @ \$ _____ = \$ _____			
Route Coverage Required? YES NO		Estimated Driver Cost ____ hrs x \$30 = ____ + \$ ____ (meal) = \$ _____			
TMS#	EM#	Total Estimated Cost:		\$	
Name of Commercial Carrier:	Estimated Charges \$	Teacher Confirmation		Commercial Carrier Confirmation	
Director of Transportation Signature		Date		<input type="checkbox"/> Approved <input type="checkbox"/> Denied	
Comments:					

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of the day and year set forth herein below.

**CLOVIS UNIFIED SCHOOL DISTRICT**

Dated: April 3, 2023

By: \_\_\_\_\_  
Rees Warne, Director  
Sierra Outdoor School

SCHOOL YEAR: 2023-24

DATES OF ATTENDANCE AT THE SIERRA OUTDOOR SCHOOL: March 20-22, 2024

**Please complete the information below**

**FORMS NOT COMPLETELY FILLED OUT WILL BE RETURNED**

**GRADE LEVEL (Circle) K 1 2 3 4 5 6 7 8**

Projected Number of Student Participants 70Number of Chaperones (1:10 Ratio) 18

Number of Teachers/Admin	3
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Teacher/Contact Karen Magallanes  
(Print)

Teacher/Contact E-mail [kmagallanes@my.rescueusd.org](mailto:kmagallanes@my.rescueusd.org)

Contact Phone Number (916) 933-1828

Authorization:

**\$238.00**

Participant Fee:   
(Students, chaperones, and school staff.)

Governing Board/Business Manager/Principal

Of Tackson School  
Group/School/District

Title Principia

By Archie Williams  
Print Signatory's Name

Authorized Signature

Date Signed \_\_\_\_\_

Governing Board Approval Date \_\_\_\_\_

**PLEASE SIGN AND RETURN A COPY OF THIS AGREEMENT BY MAIL OR SCAN TO:**

**SIERRA OUTDOOR SCHOOL  
15700 OLD OAK RANCH ROAD  
SONORA, CALIFORNIA 95370  
SONNASWIDERSKI@CUSD.COM  
QUESTIONS? (209) 532-3691**

Billing Address:

Name/School Jackson Elementary

School District Rescue Union School Dist.

Address 2561 Francisco Blvd.

City/State/Zip El Dorado Hills, CA 95762

Phone ( 916 ) 933-1828

Fax ( 916 ) 933-5569

## Notes

Receipt Stamp

Doc# 30635, 02/2019



# **Sierra Outdoor School at Five Mile Creek**

Clovis Unified School District

## **PROCUREMENT AND MAINTENANCE OF INSURANCE RELATING TO SIERRA OUTDOOR SCHOOL AGREEMENT**

Corrine Folmer, Ed. D.  
Superintendent  
1450 Herndon Ave  
Clovis, CA 96611

Rees Warne, Director  
15700 Old Oak Ranch Rd  
Sonora, CA 95370  
209-532-3691  
[www.sos.cusd.com](http://www.sos.cusd.com)

To: Group/School/District

From: Sonna Swiderski, Office Supervisor, Sierra Outdoor School  
Clovis Unified School District  
15700 Old Oak Ranch Road  
Sonora, CA 95370  
Phone: (209) 532-3691  
Fax: (209) 532-4196  
Email: [sonnaswiderski@cusd.com](mailto:sonnaswiderski@cusd.com)

Date: April 3, 2023

This notice is being provided to you as a reminder that your agreement with Clovis Unified School District (District) requires that you procure and maintain certain insurance in effect and provide written proof satisfactory to the District of the required insurance and the following, including a certificate of insurance and any required endorsements:

- Additional insured endorsement naming Clovis Unified School District and its officials, trustees, officers, agents, employees, students, insurers, self-insured pools, and representatives as additional insureds as to the commercial general liability and sexual abuse and molestation liability.
- Primary and non-contributory endorsement.
- Waiver of subrogation as to the required insurance, except as to the workers' compensation and employer's liability insurance.

**The written proof of the required insurance and the above-listed documents must be submitted by mail or email to and received by the contact person listed above before your agency's first date of attendance at the Sierra Outdoor School. It is your agency's obligation to maintain insurance and provide updated proof of insurance and the above-listed documents in accordance with Paragraph L.ix of the agreement. If any insurance shall expire or terminate during the term of the agreement, your agency will not be allowed to attend the Sierra Outdoor School until written proof of the required insurance has been provided to the District.**

Any questions regarding this notice shall be directed by email or telephone to the above-listed person. Thank you for your attention to this matter.

Doc# 30911, 02/2019

**CLOVIS UNIFIED SCHOOL DISTRICT**  
**SIERRA OUTDOOR SCHOOL**  
Corrine Folmer, Ed.D., Superintendent  
15700 Old Oak Ranch Road, Sonora, California 95370

**AGREEMENT**

THIS AGREEMENT ("Agreement"), is made and entered into between CLOVIS UNIFIED SCHOOL DISTRICT ("CUSD") and Jackson Rescue ("Group/School/District").

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WHEREAS, CUSD operates an outdoor education facility known as the Sierra Outdoor School ("SOS"), which is located at 15700 Old Oak Ranch Road, Sonora, California 95370. The SOS has available lodging and teaching facilities for students to learn about nature and the environment.

WHEREAS, CUSD desires to make available and Group/School/District desires to have its students or members ("participants") use the SOS' lodging and teaching facilities for the purpose of teaching them about nature and the environment and other educational purposes.

WHEREAS, it is mutually beneficial for CUSD and Group/School/District to have the arrangement as set forth in this Agreement.

**NOW, THEREFORE, BE IT AGREED AS FOLLOWS:**

**I. GROUP/SCHOOL/DISTRICT'S OBLIGATIONS.**

- A. Provide transportation for its participants and personnel to and from the SOS, and to and from classes and activities while at the SOS in accordance with a schedule to be formulated by the Director of the SOS or his or her designee, and the Group/School/District. Provide one vehicle (i.e., automobile or van) that could be used if someone has to leave unexpectedly or be transported for medical care.
- B. Provide one teacher/supervisor per class during the period that its participants attend the SOS.
- C. Provide adult chaperones during the period that its students are in attendance at the SOS at a minimum ratio of one adult to ten students (1:10) in addition to the classroom teacher, group leader or supervisor.
- D. Pay a \$1.00 lab fee per participant for owl pellets if this class is selected by Group/School/District.
- E. Cooperate with the SOS's staff in availing the teachers, supervisors and adult chaperones of the necessary pre-attendance planning or post-attendance follow-up to ensure that the objectives of the program are carried out.
- F. Ensure that participants are equipped with suitable clothing and bedding while attending said program.
- G. Ensure that each person attending the SOS has received all immunizations required by the California Health and Safety Code, including but not limited to those set forth in Section 120325 et seq., and that each person has no disease or health condition which is contagious or communicable to other persons.
- H. Provide SOS with the projected number of participants as indicated on the signature page of this Agreement and agree that the Group/School/District will be responsible for payment for no less than 95 percent of the projected number of participants, in the event that the actual numbers of participants are less than 100% of the projected numbers.
- I. Request, in writing, at least 30 days prior to arrival, space for additional participants. These requests will be granted as space is available.
- J. Make payment for the actual number of participants or 95% of projections for the Group/School/District who will attend the SOS within (30) days of receipt of billing by CUSD.
- K. NOTIFY CUSD (30) DAYS BEFORE THE SCHEDULED ATTENDANCE DATE OF THE ACTUAL NUMBER OF PARTICIPANTS, INCLUDING A COMPUTER-GENERATED LIST FROM THE GROUP/SCHOOL/DISTRICT. IF PARTICIPANT NUMBERS FALL TO OR BELOW 95% OF PROJECTIONS LISTED ON THIS AGREEMENT, THE BILLING WILL REFLECT A RATE ASSESSED BASED ON NO MORE THAN 95% OF ORIGINAL PROJECTED NUMBERS.
- L. Group/School/District agrees that it shall, at its own expense and for the duration of this Agreement, procure and maintain insurance or self-insurance that complies with the following:
  - i. **Commercial General Liability ("CGL"):** Coverage shall be at least as broad as Insurance Services Form CG 00 01 covering CGL on an "occurrence" basis, including property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. If the Group/School/District maintains broader coverage and/or higher limits than the minimums shown above, CUSD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Group/School/District. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CUSD. CUSD, its officials, trustees, officers, agents, employees, volunteers, students, and representatives ("CUSD Entities") are to be covered as additional insureds on the CGL policy with respect to liability arising out of this Agreement and Group/School/District's use of the SOS. General liability coverage can be provided in the form of an endorsement to the Group/School/District's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
  - ii. **Sexual Abuse and Molestation Insurance:** Group/School/District must provide coverage for sexual abuse and molestation which covers bodily injury, emotional distress or mental anguish related to any claim, cause of action or liability associated with child molestation or sexual abuse, with limits no less than \$1,000,000 per wrongful act and \$2,000,000 aggregate. This coverage may be provided as an endorsement to the Commercial General Liability policy or under a separate policy and must be written on an "occurrence" and not on a claims-made or claims-made and reported basis. Coverage for such claims must not be subject to any exclusion, restriction, or sub-limit. The CUSD Entities must be named as additional insureds with respect to sexual abuse and molestation claims. The coverage must contain a severability of interests/cross liability clause or language stating that Group/School/District's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
  - iii. **Commercial Automobile Liability Insurance:** Coverage must be equivalent in scope or at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1) that includes all vehicles that are owned, non-owned, and hired and personal injury protection, with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iv. Workers' Compensation statutory limit and Employer's Liability: Workers' Compensation coverage as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- v. Primary Coverage: For any claims relating to this Agreement, the Group/School/District's insurance coverage shall be primary insurance as respects the CUSD Entities. Any insurance or self-insurance maintained by the CUSD Entities shall be excess of Group/School/District's insurance and shall not contribute with it.
- vi. Deductible/Self-Insured Retention: Group/School/District shall disclose any deductible or self-insured retention for any of the required insurance. CUSD reserves the right to require that such deductible or self-insured retention be eliminated or reduced, that Group/School/District obtain a bond or other security guaranteeing payment of losses and costs within the limits of the deductible or self-insured retention, or that Group/School/District provide other assurances satisfactory to CUSD.
- vii. Acceptability of Insurers: If insurance is procured, Group/School/District's insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- viii. Waiver of Subrogation: All required policies, except the workers' compensation and employer's liability insurance, shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against all CUSD ENTITIES for any claims arising out of this Agreement and Group/School/District's activities at the SOS.
- ix. Verification of Coverage/Notice: Group/School/District shall provide to CUSD: (A) before Group/School/District's first date of attendance at SOS and from time to time as CUSD may request, written proof satisfactory to CUSD of the existence of the insurance required of Group/School/District, including a certificate of insurance and any required endorsement; (B) upon CUSD's request, a copy of the insurance policy and/or other evidence of insurance satisfactory to CUSD; (C) no later than 15 days before the date on which a required insurance expires, written proof of renewal of the insurance, including any required endorsement; and (D) written notice within two business days of the occurrence of any of the following: (1) any required insurance is cancelled or non-renewed, (2) notice from the insurer that the insurer intends to or will cancel or non-renew the insurance, and/or limit, restrict, or reduce Group/School/District's insurance coverage such that the insurance does not comply with the requirements stated above, or (3) any required insurance's policy limits have been reduced below those required above.
- x. Special Risks or Circumstances: Depending upon the nature of the risk, prior events, insurance coverage, or other special circumstances, CUSD, upon written notice to Group/School/District reserves the right to modify these insurance requirements, and may, in its sole discretion, agree to accept coverages different than those which are required herein.
- M. Ensure that all Group/School/District employees, agents and volunteers who will be at SOS have complied with finger printing and background checks as required by applicable laws, including but not limited to Education Code sections 45125 et seq.
- N. Provide the special education, related services, supplementary aids and services, accommodations, and/or modifications required by the Individuals with Disabilities Education Act ("IDEA"), its implementing regulations, and related California law and regulations, and/or Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as specified in the individualized education program ("IEP") or Section 504 Plan or Medical Care Plans of its participants. Also, any transportation as required by a participant's IEP or Section 504 Plan or Medical Care Plan shall be provided to and from the SOS, and to and from scheduled SOS classes and activities by the Group/School/District.
- O. Due to CUSD's waiting list, return a signed copy of this Agreement before **[May 19, 2023]** to maintain an existing time slot. Failure to do so before this date may result in a forfeiture of the time slot.

## II. CUSD'S OBLIGATIONS.

- A. Where requested, provide a program in outdoor science, conservation, and environmental education in accordance with standards as set forth by the California State Department of Education.
- B. Provide basic first aid supplies for participants and other personnel of the Group/School/District during the period they are attending the SOS.
- C. Have the sole discretion to prohibit or exclude any person from the SOS for health or safety reasons, including but not limited to communicable or contagious diseases, disciplinary problems, or other acts or conditions which in CUSD's determination threatens the health or safety of other persons attending the SOS.
- D. Where requested, provide food and food services for participants during their stay at the SOS (Monday through Sunday). **Participants will need to bring a sack lunch on their arrival day.**
- E. Provide an instructional packet for the Group/School/District prior to arrival at the SOS. This packet will include instructions, a map, clothing and equipment lists. This information is available online at <https://sos.cusd.com/>

## III. MUTUAL INDEMNITY.

- A. Group/School/District Indemnification of CUSD Entities. Except for the sole negligence or willful misconduct of the CUSD Entities, Group/School/District agrees to defend, indemnify, and hold the CUSD Entities free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, fines, penalties in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death (collectively "Loss"), to the extent arising out of: 1) Group/School/District's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the use and/or occupancy of the SOS, including, but not limited to, transportation, lodging, meal facilities, teaching facilities, education and outdoor activities, by the Group/School/District and its officials, trustees, officers, agents, employees, volunteers, students, and representatives ("Group/School/District Entities"). Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Group/School/District from liability under this indemnification and hold harmless clause. The requirements of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- B. CUSD Indemnification of Group/School/District Entities. CUSD agrees to defend, indemnify, and hold the Group/School/District Entities free and harmless from any and all Loss to the extent arising out of 1) CUSD's failure to fully comply with or material breach of any of the terms and conditions of this Agreement, or 2) the sole negligence or willful misconduct of the CUSD Entities as a result of conditions created by this Agreement.
- C. Scope of Defense Obligation. The indemnifications granted hereunder include, but are not limited to, the payment of all damages and attorney's fees, fines, penalties and other related costs and expenses. The indemnitor's defense obligations (with counsel approved by the indemnitee), shall arise immediately upon tender of any of the indemnitees, and the defense shall be paid at the indemnitor's own cost, expense and risk, for any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against any of the indemnitees, notwithstanding whether liability is, can be or has yet been established. Indemnitor shall pay and satisfy any judgment, award or decree that may be rendered against any of the indemnitee, in any such suit, action or other legal proceeding.



- D. **Refusal to Defend/Indemnify.** Either party, upon receipt of tender from any indemnitee hereunder (the "Tendering Indemnatee"), may refuse to provide indemnity or defense hereunder (the "Refusing Party"), if the Refusing Party, in reliance upon an opinion of qualified counsel, has determined that a valid basis exists for determining that the Loss, for which indemnity or defense is sought, is not required to be indemnified or defended pursuant to the terms of this Agreement. A refusal to indemnify or defend under such circumstances shall not be a material breach of this Agreement. However, if the Tendering Indemnatee shall be required by a final judgment to pay any amount in respect of any obligation or liability against which it has been determined by final judgment that the Refusing Party is required to indemnify or defend under this Agreement, the Refusing Party shall promptly reimburse the Tendering Indemnatee in an amount equal to the amount of such payment. Further, if such refusal, or any failure, to provide a defense against a Loss is determined by a final judgment not to have been reasonably justified under the circumstances, then the Refusing Party: (i) shall be obligated to pay all of the damages and out-of-pocket expenses incurred by the Tendering Indemnatee in defending said Loss, including, but not limited to, the value of the time, including travel time, that all of the employees, agents and representatives of the Tendering Indemnatee dedicated to, or expended in furtherance of, the defense of said Loss; and (ii) without any further action from any party, the Refusing Party hereby intentionally relinquishes and waives any and all rights of every nature to dispute, defend against or contest, in any manner, (including but not limited to the waiver of every defense of every nature) the claim of the Tendering Indemnatee regarding the amount of, reasonableness of, necessity for or the Refusing Party's obligation to pay, the costs, fees and expenses, and other Damages incurred by the Tendering Indemnatee in defending the Loss.
- E. **Survival.** The parties' respective obligations under this section shall survive the termination or expiration of this Agreement.

#### IV. PAYMENT AND ADMINISTRATIVE FEE.

- A. In consideration for the services performed, the Group/School/District agrees to pay CUSD a per participant fee of **[\$238.00]** for the actual cost of providing an instructional program, use of facilities, and for continuing capital outlay expenditures, maintenance, and other costs of the program.
- B. RESERVATIONS ARE MADE A YEAR IN ADVANCE TO LOCK IN SPECIFIC DATES. IF THE GROUP/SCHOOL/DISTRICT'S PROJECTED PARTICIPANT NUMBERS FALL TO OR BELOW 95%, IT WILL BE BILLED BASED ON 95% OF THE NUMBERS LISTED ON THIS AGREEMENT AT SIGNING.
- C. AN ADMINISTRATIVE FEE, AS SET FORTH BELOW, SHALL BE CHARGED TO AND PAID BY THE GROUP/SCHOOL/DISTRICT FOR TERMINATING THIS AGREEMENT AND/OR CANCELING ITS PARTICIPATION AT THE SOS UNDER THIS AGREEMENT. TERMINATION RATES ARE BASED ON THE NUMBER OF CALENDAR DAYS BETWEEN THE DATE SOS RECEIVES NOTICE OF THE TERMINATION OR CANCELLATION AND THE DATE OF THE GROUP/SCHOOL/DISTRICT'S SCHEDULED ARRIVAL AT THE SOS.

<b><u>TERMINATION</u></b>	<b><u>RATE</u></b>
	(COST BASED ON PROJECTED NUMBER OF PARTICIPANTS)
360-121 DAYS	\$1,000.00
120-91 DAYS	50% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
90-61 DAYS	65% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
60-31 DAYS	80% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS
30 DAYS OR LESS	100% OF PROJECTED COST BASED ON PROJECTED NUMBER OF PARTICIPANTS

- D. IF THE GROUP/SCHOOL/DISTRICT'S TRANSPORTATION CARRIER ELECTS NOT TO TRANSPORT ITS PARTICIPANTS TO THE SOS, AN ADDITIONAL BUS FEE WILL BE ASSESSED. BUS FEES ARE SUBJECT TO CHANGE BASED ON DURATION AND MILEAGE.

#### V. ADDITIONAL PROVISIONS.

- A. **Terms and Termination of Agreement.** This Agreement is effective [4/3/2023] and shall continue until the Group/School/District's departure from the SOS, or until termination of this Agreement by either party, whichever is earlier. Either party may terminate this Agreement upon written notice to the other party. An administrative fee shall be assessed against the Group/School/District as set forth in Article III.
- B. **Assignment.** This Agreement shall not be assignable by the Group/School/District without the written consent of CUSD, except to a successor in interest.
- C. **Entire Agreement.** This Agreement represents the total and complete understanding of the parties regarding the subjects set forth herein. Any other oral understandings or prior understandings shall have no force or effect.
- D. **Amendment of Agreement.** This Agreement cannot be changed or supplemented orally and may be modified or suspended only by written instrument executed by the parties.
- E. **Authorized Signatories.** The signatories of this Agreement warrant that they represent the respective parties herein and are authorized to commit to all provisions in this Agreement on behalf of the respective parties.
- F. **Modification of Program.** CUSD RESERVES THE RIGHT TO MODIFY A GROUP/SCHOOL/DISTRICT'S PROGRAM IN THE EVENT THAT THE GROUP/SCHOOL/DISTRICT ARRIVES LATE AT THE SOS.
- G. **Limit on Participants.** Due to space availability, CUSD reserves the right to limit the number of adult participants, in excess of the 1:10 ratio set forth in Section I.C., wishing to attend from a Group/School/District if the number of students or minor participants attending during the reservation period is significantly higher than the projected participant numbers listed in this Agreement at the time of signing. Paragraph K of Section I outlines the procedure for bringing additional students over the number indicated on the Agreement.

## COMCAST E-RATE ADDENDUM

This Comcast E-Rate Addendum (this "**Addendum**") is made on April 11, 2023 by and between Comcast Business Communications, LLC, a Delaware limited liability company, on behalf of itself and its applicable operating affiliates and subsidiaries offering services as identified below, with offices located at One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103 ("**Comcast**") and Rescue Union Elementary School District, with offices located at 2390 Bass Lake Rd, Rescue, CA 95672-9608 ("**Customer**"). Comcast and Customer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

### RECITALS

**WHEREAS**, pursuant to a contract Comcast has with the State of California (the "**Service Agreement**"), Customer has ordered certain services from Comcast as set forth to **Exhibit A** (the "**Exhibit A**"), attached hereto;

**WHEREAS**, Customer intends to seek federal e-rate support or other governmental and quasi-governmental telecommunications /internet discounts or entitlements in connection with the services identified in Exhibit A;

**NOW THEREFORE**, in consideration of the mutual covenants, promises and considerations set forth in this Addendum, the receipt and sufficiency of which are hereby acknowledged, the Parties agrees as follows:

1. **E-Rate Funding**. This Paragraph 1 applies to California entities looking to obtain E-Rate Funding **but not** California Teleconnect Fund ("CTF") funding.

A. Comcast makes no representations or warranties with respect to the eligibility or ineligibility of the services set forth in Exhibit A (the "Services") or any Service component for federal e-rate support or for other governmental and quasi-governmental telecommunications/internet discounts or entitlements (collectively, "E-Rate Funding"). Customer expressly understands and agrees that it is responsible for ensuring that Comcast is paid one hundred percent (100%) of all non-recurring charges ("NRC(s)"), monthly recurring Service charges ("MRC(s)") and other amounts required under the Service Contract (as applicable) in accordance with the payment intervals specified therein. Unless and until the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may not withhold or offset any such amounts on the basis of its anticipated receipt of E-Rate Funding, except as otherwise set forth below.

B. In the event that the Customer has received, or has been designated as a recipient of, E-Rate Funding for the Services, Customer may choose to either (1) pay Comcast in full for the Services, or (2) receive discounted bills from Comcast.

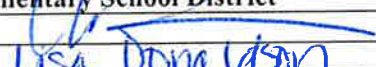
(i) If Customer chooses option (1), the Customer must utilize the applicable customer-initiated reimbursement process relative to such E-Rate Funding. Comcast shall have no obligation to discount or pro-rate its invoices or to take other action to process such E-Rate Funding, except to the extent specifically required by law and regulation, or except as otherwise set forth above or below. Notwithstanding this, Comcast will reasonably assist Customer in the completion of any portions of the FCC Form 472 which, as

3. Customer may not assign this Addendum without the prior written consent of Comcast, which shall not be unreasonably conditioned, delayed and/or withheld. This Addendum shall apply to, be binding in all respects upon and inure to the benefit of the successors and permitted assigns of the Parties.
4. The laws of the State of California shall govern the construction, interpretation, and performance of this Addendum, except to the extent superseded by federal law.
5. This Addendum constitutes the entire understanding of the Parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed and delivered this Addendum as of the date first above written.

**Rescue Union Elementary School District**

**Comcast Business Communications, LLC**

Signature:		Signature:	
Printed Name:	Lisa Donaldson	Printed Name:	
Title:	Hes. Superintendent	Title:	
Date:	4/12/23	Date:	

SA ID#: CA-29928762-CRdr-23911861

Opportunity ID#: 23911861

Account Name: Rescue Union Elementary School District

## CUSTOMER INFORMATION (for invoices)

Primary Contact: Bryanda Ramirez

Billing Account Name: Rescue Union Elementary School District

INVOICE ADDRESS

Title:

Billing Name: Bryanda Ramirez

Address 1: 2390 Bass Lake Rd

Address 2:

Billing Contact: Bryanda Ramirez

City: Rescue

Title:

City: Rescue

State: CA

Phone: 661-716-1840

State: CA

Zip: 95672

Cell:

Zip Code: 95672

Phone: 661-716-1840

Fax:

Tax Exempt: No

Email: bramirez@infinitycomm.com

Email: bramirez@infinitycomm.com

\* If Yes, please provide and attach all applicable tax exemption certificates

## SUMMARY OF CHARGES (Details on following pages)

Service Term (Months): 36

## SUMMARY OF SERVICE CHARGES\*

Current Monthly Recurring Charges:	\$7,800.00
Current Trunk Services Monthly Recurring Charges:	\$0.00
<b>Total Current Monthly Recurring Charges (all Services):</b>	<b>\$7,800.00</b>
Change Monthly Recurring Charges:	\$1,098.12
Change Trunk Services Monthly Recurring Charges:	\$0.00
<b>Change Monthly Recurring Charges (all Services):</b>	<b>\$1,098.12</b>

Total Monthly Recurring Charges:	\$8,898.12
Total Trunk Services Monthly Recurring Charges:	\$0.00
<b>Total Monthly Recurring Charges (all Services):</b>	<b>\$8,898.12</b>

## SUMMARY OF STANDARD INSTALLATION FEES\*

Total Standard Installation Fees:	\$0.00
Total Trunk Services Standard Installation Fees:	\$0.00
<b>Total Standard Installation Fees (all Services):</b>	<b>\$0.00</b>

## SUMMARY OF CUSTOM INSTALLATION FEES\*

Total Custom Installation Fee:	\$0.00
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## SUMMARY OF MONTHLY EQUIPMENT FEES

Current Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Current Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
<b>Current Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>

Change Ethernet Services Equipment Fee Monthly Recurring Charges:	\$0.00
Change Trunk Services Equipment Fee Monthly Recurring Charges:	\$0.00
<b>Change Equipment Fee Monthly Recurring Charges (All Services):</b>	<b>\$0.00</b>

Total Ethernet Service Equipment Fee Monthly Recurring Charges	\$0.00
Total Trunk Service Equipment Fee Monthly Recurring Charges	\$0.00
<b>Total Equipment Fee Monthly Recurring Charges (All Services)</b>	<b>\$0.00</b>

\*Note: Charges identified in the Sales Order are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Please refer to your Comcast Enterprise Services Agreement (SA) for specific detail regarding such charges. Customer shall pay Comcast one hundred percent (100%) of the non-amortized Custom Installation Fees prior to the installation of Service. The existence of Hazardous Materials at the Service Location or a change in installation due to an Engineering Review may result in changes to the Custom and/or Standard Installation Fees payable by Customer.





**YOUR PARTNERS IN COMPLIANCE.**

## **PEST MANAGEMENT PROPOSAL**



Rescue Union School District  
2390 Bass Lake Road  
Rescue, CA 95672

Advanced IPM  
11354 Amalgam Way  
Rancho Cordova CA 95670

Prepared by Advanced IPM  
Oct 21, 2022



Attn: Lisa Donaldson | Assistant Superintendent of Business Services  
530-672-4803 | [ldonaldson@rescueusd.org](mailto:ldonaldson@rescueusd.org)

We would like to thank you and your team for the courtesy extended to us as you consider Advanced IPM as your pest management service provider.

For over three decades Advanced IPM has been implementing proactive pest management programs for school districts such as yours across California and Nevada. Advanced IPM is comprised of specially trained technicians, who hold a variety of licenses, making us a full-service pest management company able to address any pest issues you may face.

The enclosed Advanced Care proposal details our comprehensive services and the strategy we have developed for your school district. Focus has been placed on addressing your needs and protecting your brand. Both corrective and preventative pest management solutions are also emphasized.

Advanced IPM is proud to offer you the resources and expertise of our organization. We trust that you will find the quality, consistency, and depth of our pest management programs and service an unbeatable and compelling combination.

We would welcome an opportunity to become your partner in pest management and are prepared to begin our program. Thank you for your consideration.

Sincerely,

Vince Meden  
Commercial Account Manager  
916-532-9520  
[vmeden@advancedipm.com](mailto:vmeden@advancedipm.com)  
[www.AdvancedIPM.com](http://www.AdvancedIPM.com)



## I. COMPANY PROFILE

### Introduction

Advanced IPM is a DBA of Roseville Termite and Pest Control, Inc. established in 1981. The name Advanced IPM was developed to focus on commercial and industrial clients and to increase our service footprint. Advanced IPM has been an innovator within the pest management industry. As a commercial and industrial specialist, Advanced IPM has developed specialized IPM treatments and programs tailored to the needs of our clients since 1981. Advanced is a full-service company providing all pest management services without sub-contracting. Advanced has received numerous accolades including "Top 100" national rankings in both "PCT Magazine" and "Pest Management Professional". Advanced IPM was also recently recognized as the Number 1 Company, in the "Sacramento Business Journal".

### Our History

Since 1981, Advanced IPM has continually demonstrated the importance of the integral relationship between our valued clients and our respected staff through the highest degree of customer service, awareness and passion for our work. As a family owned and operated corporation we are dedicated to the success of our services and our team. Built on a "Service before Self" attitude Advanced IPM has emerged as a leader within the pest control industry.

### Our Mission

Advanced IPM is committed to quality service through the exceptional performance of every member of our valued team. Our pledge is to establish lasting relationships with integrity, stability, and distinct professionalism.

### Our Approach

Advanced IPM focuses on stable growth to promote long term stability. We will be knowledgeable, trustworthy and passionate in providing pest solutions that are environmentally conscious. We will foster an atmosphere that embraces professionalism and ambition. Advanced IPM will be faithful to continually develop and implement positive advancements that are beneficial for our customers and our staff.





## **Bonding Company and Amount**

Western Surety Company  
Bond #71507191  
\$12,500.00

## **Insurance**

Attached

## **Personnel**

### **Corporation Principals**

Brian Romani – President

### **Client Care Team**

Sean Coker – Branch Manager  
916-257-3798  
scoker@advancedipm.com

Matthew Langowski – Primary Service Technician  
916-742-2311  
mlangowski@advancedipm.com

Vince Meden – Commercial Account Representative  
916-532-9520  
vmeden@advancedipm.com

Stefani Williams - Client Care Specialist  
916-786-2404  
swilliams@advancedipm.com

## **Background Checks**

All employees of Advanced IPM undergo a rigorous screening process. Advanced employees are required to have no felonies or misdemeanors for the last 7 years. Our background checks are administered by a 3rd party agency screening utilizing social security and driver's license information. Advanced personnel must have a clean DMV. Advanced technicians must successfully pass a pre-employment physical and drug screening process. Advanced also conducts pre-hire and incident related drug testing. All licensed



technicians are required to complete a third-party background clearance and fingerprinting screen to obtain a Structural Pest Control License.



## Training

Our service technicians hold a variety of specialized licenses including but not limited to field Rep Licenses in Branch II and III. QAL Licenses that allows them to treat for problems that occur away from the structure. Our commercial technicians are trained in IPM principles. Technicians receive classroom and field training on a monthly basis. Advanced technicians also undergo regular blind audits to ensure proper servicing and quality expectations. Technicians are required to show proficiency in the following areas:

- General Pest Control
- Wildlife Management
- Commercial Facility Inspection
- Healthy Schools Act (HSA)
- Specialized training needed to conduct services at various sites
- Safe handling and mixing of chemicals
- Spill Control
- How to use a fire extinguisher
- Safe driving techniques
- Safe Lifting
- Heat Stress
- Personal Protection Equipment
- How to read and use a label and MSDS
- Working in confined spaces
- Laws and Regulations SPCB
- Rodent, Bird, and Bat Proofing
- Wasp Biology and Control
- Wood Destroying Organisms
- Weed abatement
- Storm Water Protection
- Principals of IPM
- LEED Certification training



- Calibration

## Service Levels

Advanced IPM specializes in commercial and professional work environments. We recognize the sensitivity of sites that are included in this market. We also understand the local laws and ordinances that are unique to California and Nevada. These injunctions such as the EPA issued Endangered Species program for the bay area, are important regulations. Advanced is keenly in tune with the necessary adjustments to remain compliant and still gain control for our clients. Advanced IPM offers an integrated pest management approach. We have been practicing these techniques before it was the standard. As our valued service partner and client, we ensure minimal interruptions to daily operations. Advanced IPM offers a variety of specialized services including but not limited to:

Bird/ Bat Control  
Bed Bug Remediation  
Vegetation Management  
Fly/ Gnat Service  
Bee Removal

Termite Control  
Pest Waste Removal  
LEED Compliance  
Yellow-jacket Abatement  
Quality Control Programs  
General Contracting

Tree/ Shrub Care  
Live Animal Trapping  
Mosquito Abatement  
Rodent Exclusion

## Client Safety Program

### Awareness

Safety and providing a safe working environment is the responsibility of all employees. All employees are directed to work safely and report any unsafe conditions or unsafe work habits to the safety manager. Advanced IPM is responsible for implementing injury and illness policies. Any questions or comments regarding our illness and injury program should be directed to the Technical Director.

### Participation

All employees will participate in this program. All employees will be trained upon hire, and or upon the implementation of this plan, as well as take part in all subsequent training.

### Report Hazards

All employees will report all unsafe conditions, work habits, equipment and other hazards to responsible party immediately. This can be done orally or by using the “Unsafe Conditions Form”. Employees may turn in this form to their supervisor, the designated Safety Person. No employee will be penalized for reporting any unsafe condition.

### Identifying Hazards

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Initially: Prior to starting work at any job site, field employees will walk through their job site to identify potential hazards, and to familiarize themselves with their work area.

Daily: All field employees will check their truck and equipment to see that it is in safe working order prior to leaving the shop/house. Any unsafe vehicle or equipment will not leave the yard and must be reported to management/mechanic immediately.

Quarterly: All vehicles, material storage areas, and branch locations will be evaluated for potential work hazard.

## Records

Records will be kept in the office for Three years. See the Technical Director for details as to the specific locations.

## References

**School District** Buckeye School District

**Address** PO Box 4768 El Dorado Hills, CA 95762

**Contact:** Ray Boike

**Phone Number** 530-676-0164

**School District** Pittsburg Unified School District

**Address** 2000 Railroad Avenue Pittsburg, CA 94565

**Contact:** Matt Belasco

**Phone Number** 925-473-2362

**School District** South SF Unified School District

**Address** 398 B Street South San Francisco, CA 94080

**Contact:** Garzetta Billingslea

**Phone Number** 650-877-8625

**School District** Stockton Unified School District

**Address** 701 N. Madison Street Stockton, CA 95202

**Contact:** Damon Brown

**Phone Number** 209-993-3146



## II. ADVANCED CARE OVERVIEW

Advanced Care is designed to:

- Provide the best in **pest protection**
- Incorporate sound principles of **Integrated Pest Management (IPM)**
- Deliver the Advanced **CARE** difference - **C**onsistent, **A**ccountable, **R**esponsive and **E**ffective pest management solutions

School districts are prime targets for pest infestations. These pests carry disease, damage products, compromise critical environments and tarnish reputations. Through careful inspection, intelligent treatment strategies and our partnership with our clients to eliminate pest-conducive conditions, Advanced Care provides the confidence that you are protected by the very best.

### Integrated Pest Management

Our service strategy is aggressive, leverages an exhaustive arsenal of pest management tools and combines innovative methods with intelligence to target pests at their source. Methods include inspection, sanitation, mechanical, biological, cultural, education and the use of pest management materials only when necessary.

Prevention and inspection are the cornerstones of IPM. Advanced IPM Specialists are specifically trained to identify conditions that attract and support pest activity. Recommendations and proactive strategies to prevent pest infestations are a standard part of our Advanced Care program.

Our objective is to deliver results without disrupting your operations and without putting you, your employees, your students or the environment at risk. With Advanced IPM and Advanced Care, delivering results in educational facilities will be accomplished with a “green” approach.

### Consistent Quality

Advanced IPM's Advanced Care program consistently delivers the level of attentive service and documentation required to satisfy the toughest requirements. Through specialized training that drives consistent, high-quality service; a go-to person for getting it done; and appropriate resources when you need them, you can be assured we will deliver through our highly knowledgeable team.

### Consistent Communication and Documentation

As an innovator in providing unparalleled pest management solutions, Advanced IPM utilizes an electronic data reporting system. Electronic verification gives us the ability to deliver a wide range of solutions for communication, documentation and the monitoring of your program's effectiveness.



- Electronic service reports capture essential service details including pest activity, types of pests, sanitation and structural deficiencies, materials used, time and date of service.
- Web-based data allows designated client employees to access service details on a secured site, view trend reports and generate customized summary reports

## High-Touch Account Management

Advanced IPM's Advanced Care account management structure guarantees service follow-up and issue resolution. Program changes are handled with professionalism and attention to detail. We dedicate a strategic account resource to mobilize and coordinate our resources and synchronize our service delivery with the goals and objectives of your organization. Our emphasis on proactive communication and closing the loop is backed by an extensive, local and regional network that delivers quick and effective resolution to any issues.



### III. SCOPE OF PROPOSED SERVICE

#### General Pest Control

##### Exterior

1. Exterior service will be rendered monthly on the food service/cafeteria/multi-purpose room only.
2. A visual inspection and evaluation will be performed on this building on a routine basis. Conditions that may result in pest activity will be documented and brought to the attention of our contact person.
3. Residual treatments will only be applied after all postings and notifications are complete.

##### Interior

1. Interior service will be rendered monthly on the food service/cafeteria/multi-purpose room only.
2. The interior of the kitchens & food prep areas will be inspected each service visit for conditions that may result in pest activity, all findings will be documented and communicated to our point of contact.
3. Insect monitors and tin cats will be used in strategic locations to monitor activity in kitchens, food prep areas, break rooms, bathrooms, and offices. Devices will be monitored monthly.
4. Residual treatments will only be applied after all postings and notifications are complete.

**Covered Pests: Ants, Earwigs, Crickets, Centipedes, Silverfish, Spiders, Fleas, Roaches (non German), Wasps (Nesting)**





## IV. HEALTHY SCHOOLS ACT

### EFFECTIVE JANUARY 1, 2001

It is the policy of the state that effective least toxic pest management practices should be the preferred method of managing pests at school sites and that the state, in order to reduce children's exposure to toxic pesticides, shall take the necessary steps, pursuant to this article, to facilitate the adoption of effective least toxic pest management practices at school sites.

**School sites are defined as K-12 public schools and public daycare centers. Exempt from this law are post-secondary schools, private schools and private daycare centers**

"For purposes of this article, "integrated pest management" means a pest management strategy that focuses on long-term prevention or suppression of pest problems through a combination of techniques such as monitoring for pest presence and establishing treatment threshold levels, using non-chemical practices to make the habitat less conducive to pest development, improving sanitation, and employing mechanical and physical controls. Pesticides that pose the least possible hazard and are effective in a manner that minimizes risks to people, property, and the environment, are used only after careful monitoring indicates they are needed according to pre-established guidelines and treatment thresholds. This definition shall apply only to integrated pest management at school facilities."

- This initial portion described above is voluntary to each school. Each school may choose to adopt this state program, reject this state program, or to adopt a more stringent program.
- Also keep in mind that these new statutes apply not only to general pest, ornamental and horticultural pest control but also to treatments for wood destroying pests and organisms.
- All of the Sections which follow are mandatory (NOT Voluntary):

### School Pesticide Notice to Parents:

The school site shall maintain pesticide use records for 4 years, and said information shall be made available to the public.

A copy of the "Warning Sign" (described below) or the content therein and the total amount of material used shall be maintained by the school. So by default pest management professionals need to provide this information to their school customers.

Annually school sites shall notify parents of what products will be used during the next year.

The annual notice to parents shall include the opportunity for recipients to register with the school district if they wish to receive notification of individual pesticide applications at the school facility. Persons who register for such notification shall be notified of individual pesticide applications at least 72 hours prior to the application.

The school district designee shall post each area of the school site where pesticides will be applied with a warning sign.

- The warning sign shall prominently display the term "Warning/Pesticide Treated Area" and shall include
  - product name
  - manufacturer's name



- United States Environmental Protection Agency's product registration number
- intended date and areas of application
- reason for the pesticide application
- The warning sign shall be visible to all persons entering the treated area
  - shall be posted 24 hours prior to the application
  - remain posted until 72 hours after the application
  - in case of a pest control emergency, the warning sign shall be posted immediately upon application and shall remain posted until 72 hours after the application.
- "Emergency conditions" are those, which the school defines as the immediate use of pesticides, are necessary to protect health and safety.

The parental notification and recordkeeping requirements for schools shall not apply to self-contained bait or trap, to gel or paste deployed as a crack and crevice treatment, pesticides exempted from regulation by the United States Environmental Protection Agency pursuant to FIFRA or to antimicrobial pesticides, including sanitizers and disinfectants.

DPR shall, (pursuant to 13183) by July 1, 2001, promote and facilitate the voluntary adoption of integrated pest management programs for school districts

- (1) Develop criteria for identifying and adopting least-hazardous pest control practices
- (2) Develop a model IPM program guidebook: at a minimum, this guidebook shall include guidance on all of the following:
  - (A) Adopting an IPM policy.
  - (B) Selecting and training an IPM coordinator.
  - (C) Identifying and monitoring pest populations and damage.
  - (D) Establishing a community-based school district advisory committee.
  - (E) Developing a pest management plan for making least-hazardous pest control choices.
  - (F) Contracting for integrated pest management services.
  - (G) Training and licensing opportunities.
  - (H) Establishing a community-based right-to-know standard for notification and posting of pesticide applications.
  - (I) Recordkeeping and program review.
- (b) Make the model program guidebook available to school districts and establish a process for systematically updating the guidebook and supporting documentation.

DPR shall:

- Maintain a website which will include these additional tools.
- Establish a train the trainer program.
- Develop curricula the UC and Cal State system.



## **What School District and Child Care Staff Need To Know About the Latest Healthy Schools Act Amendments. October 2014.**

On September 29, 2014, Governor Brown signed into law Senate Bill 1405 (DeSaulnier). This bill makes amendments to the Healthy Schools Act (HSA) which go into effect on January 1, 2015. These amendments<sup>1</sup> are in addition to the current requirements. Under the new law, **public K-12 schools and licensed child care centers (schoolsites)** must meet three new requirements, briefly described below. DPR will be sending more details about the three requirements in the coming months.

By the start of the 2015/2016 school year, if you plan to apply pesticides that are not exempt from the HSA<sup>2</sup>, you must do the following:

### **1. Develop an IPM Plan**

Use the integrated pest management (IPM) Plan template<sup>3</sup> provided by the Department of Pesticide Regulation (DPR) to develop an IPM plan for your school site or school district. The IPM Plan must be posted on the district's or school site's Web site, or, if no Web site exists, sent out to all parents, guardians, and staff with the annual pesticide notice.

### **2. Report Pesticide Use**

Send pesticide use reports not less than annually to DPR for non-HSA exempt pesticides<sup>2</sup> applied by school employees. Reports are due no later than January 30 for the previous calendar year's data and must be submitted on a form provided by DPR. The first reports are due January 30, 2016, and will include use from January 1, 2015 to December 31, 2015.

After July 1, 2016, you must do the following if you apply any pesticide:

### **3. Receive IPM Training**

Complete DPR-approved training in school IPM and in the safe use of pesticides in relation to the unique nature of schools and children's health **before** applying a pesticide. Each school site's IPM coordinator and all school or child care center employees who will be applying pesticides must receive this HSA training annually. The approved courses that meet this HSA requirement will be listed on the DPR Web site when available.

**Note:** Professional applicators must also receive this DPR-approved training **before** applying a pesticide at a school site.



## V. INTEGRATED PEST MANAGEMENT PLAN

Reducing pesticide exposure is the number one concern when servicing a school site. Inspection, Sanitation and Exclusion, will be a key factor in our program for your school. Communication and record keeping will need to be done at each location. Site logs will be placed at each school for fast review of what type of service was done along with Labels and MSDS for each chemical that may be used.

We have developed the following guidelines for our technicians to follow when servicing any school site.

1. Site log will be reviewed for problem areas.
2. Inspection of kitchens, cafeterias, and designated rooms will be made monthly.
3. Recommendations will be made for any sanitation problem (sample service report enclosed).
4. Technician will help to identify areas of pest harborage and points of entry. Detailed structural analysis and exclusion work will be noted by technician, who can do this work for an additional charge.
5. Chemical applications made with self-contained baits; traps, gels or crack and crevice treatment will be applied only when necessary.
6. Any chemical treatment other than above will need to have WARNING signs posted before application can be made (see enclosed sign).
7. All services will be done when children are out of school, unless an emergency situation should occur.

Bait stations & monitors will be installed in areas not contacted or accessible to the children, faculty or staff. These will be used for control of ants, roaches, earwigs, crickets, silverfish, centipedes and a few other crawling insects. Rodent stations will be used only when needed. All stations will be tamper resistant, anchored and tagged with proper identification of bait inside.

### Proposed IPM Plan Details

#### A. Proposed Methods for Monitoring and Detection:

We will inspect the property each visit. Findings will be logged and reported to our contact. The sanitation and pest control inspection report is designed to help our customers comply with public health. The report will include:

1. Report the extent and location of any pest problems encountered.
2. Identify obvious entry points of rodents or insects.
3. Report structural or environmental deficiencies, serving as actual or potential breeding sites for pests.
4. To note improper storage practices which invites pest harborage and prevents good housekeeping.
5. Report deficiencies in sanitation and other conducive conditions.



We will then set up a monitoring system. One of the most important elements of IPM is the continuous cycle of monitoring, control, and evaluation. A good monitoring program will give you information about all aspects of the pest situation and conditions at the site. Monitoring includes the following:

1. Identifying and locating pests
2. Identifying areas of critical sensitivity
3. Estimating size of pest populations
4. Identifying factors that are contributing to the pest problem

## **B. Description of Non-Chemical and Chemical Pest Control Methods for Key Pests:**

### **Non-Toxic Control for Ants on the exterior**

1. Sanitation around the trash areas will be a key component in controlling ants on the exterior. Smoke and break areas will also need to be kept trash free.
2. Recycle bins should be moved away from the buildings.
3. Power wash these areas daily.
4. Water will need to be adjusted; over watering will put ants on the move.
5. Trees that have fruits on the ground should be picked up daily.
6. Trees that hang over the buildings should be trimmed back as needed.
7. Identify and communicate possible pest entry points leading into the building.

### **Non-Toxic Control for Ants on the interior**

1. Sanitation in the food serving and prep areas is key to controlling ants.
2. Remove available food by storing in plastic containers.
3. Clutter in store rooms or offices will create harborage for ants and should be cleaned regularly.
4. Standing water should be mopped up as needed.
5. Vacuuming food particles and other debris should be done 1 to 2 times a day.
6. Crumbs in computer key boards should be removed weekly or as needed.
7. Rinse soda cans before recycling.
8. Power washing of equipment in kitchens should be done no less than monthly.
9. Power washing of food carts, drains, trash rooms/cans/compactors, loading docks.
10. Grease should be cleaned regularly from oven areas.
11. Employees should be asked to help with the problem by not storing food items in their work areas.
12. Indoor plants should be checked for ant nests and removed if infested.

### **Material Control for Ants**

When a material treatment is needed we would first use the least toxic pesticides on our list. When non-chemical methods are not effective, and application methods are not effective, the technician will escalate to a more potent solution upon approval.



### **Non-Toxic Control for Rodents on the exterior**

1. Exclusion: fill, repair, and /or screen any point of entry 1/4" or more with hardware cloth, IPF foam, stucco patch, door sweeps, rubber seals, steel wool.
2. Cut back trees and pick up any fruit or nuts that have dropped to the ground.
3. Directional fencing-areas that have chain link fencing and surrounded by fields, weave metal strips through the links to prevent rodents from getting through. (This can also be used to funnel rodents to traps or bait stations by leaving holes in strategic places).
4. Do not feed wild animals (bird feeders, cats, etc.)
5. Inspect deliveries before taking into the structure.
6. Set up rodent boxes with T-Rex snap traps inside.

### **Non-Chemical Control for Rodents on the interior**

1. Exclusion on any areas not seen from exterior.
2. Store food in plastic containers.
3. Rotate stored food regularly-use the oldest first.
4. Keep employees from keeping food at their desks.
5. Keep interior perimeter walls accessible for inspection and eliminate rodent harborage.
6. Reduce clutter under sinks, in water heater rooms, and storage areas.
7. Fix plumbing leaks
8. Inspect incoming deliveries again.
9. Set up snap traps or tin cats in areas rodents have been seen.

### **Material Control for Rodents**

1. Set up rodent bait stations in areas that show rodent activity and areas with rodent activity..
2. Bait stations will be secured and tamper-resistant.
3. Bait stations will ideally be placed in areas of low visibility and reduced traffic.

### **Description of any Structural or Operational Changes that would facilitate the Pest Control Effort:**

1. Exclusion: fill, repair, and /or screen any point of entry 1/4" or more with hardware cloth, IPF foam, stucco patch, door sweeps, rubber seals, steel wool
2. Cut back trees and pick up any fruit or nuts that have dropped to the ground
3. Do not feed wild animals (bird feeders, cats, etc.)
4. Fix plumbing leaks
5. Cut ivy and other ground cover away from the building approx 12".
6. Dump trash cans daily or more often if needed
7. Make sure trash areas are clean and free of spill



## VI. PRICING OVERVIEW

### Location and Service Breakdown

School Name	Address	Monthly Investment	QTY	Annual Investment
Green Valley Elementary Food Service/Cafeteria only	2380 Bass Lake Rd., Rescue CA 95672	\$80.00	12	\$960.00
Jackson Elementary Food Service/Cafeteria only	2561 Francisco Dr., El Dorado Hills CA 95762	\$80.00	12	\$960.00
Lake Forrest Elementary Food Service/Cafeteria only	2240 Salisbury Dr., El Dorado Hills CA 95762	\$80.00	12	\$960.00
Lakeview Elementary Food Service/Cafeteria only	3371 Brittany Way, El Dorado Hills CA 95762	\$80.00	12	\$960.00
Rescue Elementary Food Service/Cafeteria only	3880 Green Valley Rd., Rescue CA 95672	\$80.00	12	\$960.00
Marina Village Middle Food Service/Cafeteria only	1901 Francisco Dr., El Dorado Hills CA 95762	\$80.00	12	\$960.00
Pleasant Grove Middle Food Service/Cafeteria only	2540 Green Valley Rd., Rescue CA 95672	\$80.00	12	\$960.00

**Total \$6,720.00**



**Equipment: Three tin cats at each school (7 x 3 = 21) x \$10.00 ea. = \$210.00**

210.00 (plus tax)

Rescue Union School District will own all equipment. In the event equipment is required and approved it would be charged as follows:

- |   |              |
|---|--------------|
| • Interior non-toxic devices (Tin Cats)               | \$10.00 each |
| • Anchored, tamper-resistant bait station (with lock) | \$15.00 each |

**Program Excludes:** Bed bugs, birds, bats, wood destroying organisms, de-webbing, live animal trapping, and ag related services are all excluded from this scope of service but can be proposed upon request.

The service fees above are for the **Advanced IPM Program** as described in this proposal. These fees include all labor and material necessary to perform the service. Device pricing subject to manufacturer increases.

**Rodents:** Unless explicitly outlined, our basic pest management program does not cover rodent control. AIPM can and will set traps/monitors on a short-term basis as a courtesy to help determine the activity level and potential next steps. If/when rodent control is included as part of the service program, the following expectations must be understood and agreed to by all parties:

Infestations resulting from any long-term issue not previously known by AIPM, sanitation, cultural, or structural deficiencies will be subject to further inspection and supplemental charges for the inspection, control, and exclusion of rodents. If a client fails to address or allow AIPM to help correct documented conducive conditions, AIPM cannot be responsible for controlling rodent populations or associated damage.





## VII. PURCHASE AGREEMENT TERMS

### Agreement

The specifications and pricing contained herein shall remain valid for 30 days from the original date printed on this document.

Fees for services may be revised if material change to specifications or other contract elements are requested and/or required due to changes in state/federal laws or local ordinances during the term of this contract. These fee revisions include, but are not limited to, pests covered, frequencies of service and administrative requirements. In most cases, additional service requests for pest activity covered under this agreement will be provided by Advanced IPM at no additional charge assuming the structural and/or sanitation deficiencies, if any, have been corrected by the client within 30 days of the condition reported. If the structural/sanitation deficiencies have not been resolved within 10 days of written notification, Advanced IPM reserves the right to charge additional service fees on a time and material basis for additional service requests between normally scheduled services.

### 1. Company Cooperation

To ensure maximum effectiveness of your pest control service, your cooperation is necessary. Conditions that are conducive for pests, or unacceptable sanitation are not the responsibility of Advanced IPM. The customer shall take all steps necessary to correct such conditions reported to them. Failure to do so may lead to the cancellation of this agreement.

### 2. Insurance

Advanced IPM will maintain all appropriate insurances throughout the terms of this agreement. The purpose of this service is to prevent damage by pest; however, it is understood that Advanced IPM will not be held responsible should damage occur.

### 3. Terms of Agreement and Renewal

**This agreement shall be effective for an original period of 12 months. Services cancelled within this agreement period will be subject to a fee equal to 50% of the remaining contract value.**

After the agreement period, your service will continue automatically on a month to month basis, until cancelled in writing with a 30-day notice. After the agreement period, service fees are subject to change. I/We have read this agreement and hereby authorize Advanced IPM to render a year-round Pest Service if applicable.

### 4. Payment Terms



Advanced IPM payment terms are NET 30 from date of service unless otherwise agreed to in writing. A charge of 1.5% per month (18% per annum) will be added to any past due accounts. Customer understands that Advanced IPM reserves the right to interrupt for non-payment. Customer will receive notification prior to service interruption. Failure to pay past due amounts will result in the account being turned over to a collection agency. Client will be obligated to pay outstanding balance along with a collection fee not to exceed \$50.00.

## **5. Proposal Effective Date**


This proposal is effective for 30 days from the presentation date.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

## Advanced IPM

Rep License Number: 59767

Print Name & Title	Vince Meden
Signature	
Date	04 / 13 / 2023



## Rescue Union School District

Print Name & Title	Lisa Donaldson, Assistant Superintendent, Business
Signature	<i>Lisa Donaldson</i>
Date	04 / 17 / 2023



# Signature Certificate

Reference number: KQ8AM-2TIEF-HTPY8-4JUMF

Signer	Timestamp	Signature
<b>Vince Meden</b> Email: vmeden@advancedipm.com  Sent: 17 Apr 2023 15:37:45 UTC Signed: 17 Apr 2023 15:37:45 UTC		  IP address: 174.34.215.209 Location: Rocklin, United States
<b>Lisa Donaldson</b> Email: ldonaldson@rescueusd.org  Sent: 17 Apr 2023 15:37:45 UTC Viewed: 17 Apr 2023 15:50:54 UTC Signed: 17 Apr 2023 15:51:51 UTC		  IP address: 209.129.220.50 Location: El Dorado Hills, United States
<b>Recipient Verification:</b> ✓Email verified	17 Apr 2023 15:50:54 UTC	

Document completed by all parties on:  
17 Apr 2023 15:51:51 UTC

Page 1 of 1



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**PREPARED FOR**

Lisa Donaldson

Rescue Union School District

530-672-4803

ldonaldson@my.rescueusd.org

**04/18/2023**

Rescue USD - Jackson Elm -  
Playground - Modernization

***Project Number 1-2-23755***

***CMAS: 4-20-78-0089C***

**Contact**

Megan Leyds  
1800 E. McFadden Ave.  
Santa Ana, CA  
(949)245-8557

Megan.Leyds@theKYAgroup.com

Pages 6

CA LICENSE #984827 B + C15

DIR #1000003379



Proposal: 1-2-23755

To: Rescue Union School District  
2390 Bass Lake Rd  
Rescue  
California  
95672

Date: April 18, 2023

Terms: Net 30

CMAS: 4-20-78-0089C

Base Contract: February 10, 2025

Contract Terms: Feb 26, 2020 - Feb 10, 2025

c/o: Rescue Union School District

RA: Megan Leyds

RA Phone: (949)245-8557

RA Email: Megan.Leyds@theKYAgroup.com

Site: Jackson Elementary (Rescue Union Elementary)

Address: 2561 Francisco Dr.,  
95762

#### Site Qualifications and General Scope of Work

DIR # 1000003379

##### Scope of Work:

Furnish and apply new 2-5 play structure per design including swing set.

- Temple Trolley
- Double Temple Trolley
- Temple Trolley Belt Seat Package
- Temple Trolley Made-For-Me (Yellow)
- Music Items- Sonata / Presto
- Swizzler
- Inclusive Orbit
- RDU Arch Swing
- RDU Play Unit (Custom)

2) Furnish and apply new pour in play throughout the play area.

3) Four and pour new concrete ramp for ADA compliance.

##### Qualifications:

1. Site conditions to be prepared and ready to mobilize.
2. Area must have access for equipment, water, power, and restrooms.
3. Any deviations from the estimate will result in price increase
4. Price valid for 30 days
5. 50% deposit for materials is required.

##### Exclusions:

1. Move-In Clause: This quote is based on one move-in. Price based on all areas being available prior to mobilization. Additional cost for mobilization will be at \$2,500 / ea.
2. Handling of any hazardous materials
3. Grading / backfill of landscape area, irrigation, planting, capping, or relocating sprinklers are excluded.
4. Adjustment of underground utility covers and/or any work associated thereof is excluded
5. Testing, Surveying & Staking, Erosion Control, Air Monitoring, Dust Control, Sanitary Facilities, Temporary Controls, Corrective Grinding, Access Stabilization, Soil Sterilant are excluded.
6. Weekend work and/or Night Work is excluded.
7. KYA must be given at least a three week notice to schedule work.
8. Stormwater Pollution Prevention Plan (SWPPP)
9. No dumpster or permits acquiring.
10. No drainage installation or modifying in any sort.

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Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.



## SCOPE OF WORK - PRICING

Rescue USD - Jackson Elm - Playground - Modernization

PLAYGROUND SERIES 212-1

PLAYGROUND SERIES 212-3

ENDURAFLEX UP TO 5' CFH

READY MIX CONCRETE

General Laborer Journeyman

application of playground equip

Bonding Fee

Quantity	U/M	Price	Value
1.00	EA	\$62,518.20	\$62,518.20
1.00	EA	\$117,124.19	\$117,124.19
11,000.00	SF	\$25.20	\$277,200.00
9.00	CY	\$217.61	\$1,958.49
180.00	HRS	\$128.25	\$23,085.00
180.00	HRS	\$100.09	\$18,016.20
1.00	EA	\$5,291.20	\$5,291.20
Total Price			\$505,193.28

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# CONDITIONS AND WARRANTY

## 1) Proposal:

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase

## 2) Purchase:

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above.

## 3) Standard Exclusions:

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

## 4) Insurance Requirements:

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

## 5) Payment:

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services LLC 1800 E McFadden Ave, Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

## 6) Lien Releases:

Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

## 7) Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings and Surveying:

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

## 8) Manufacturing and Delivery:

Manufacturing lead-time and delivery varies depending on the product purchased.

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9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty: Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

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*Proposal Number 1-2-23755*



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Santa Ana, CA by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement: No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the  
date executed by the Company:

KYA Services LLC

Accepted by:

Signature:

Signature:

*Megan Leyds*

By: (Print)

*Lisa Donaldson*

By: (Print)

Megan Leyds

Title:

*Asst. Superintendent*

Title:

Regional Advisor

Date:

*4/21/23*

Date:

April 18, 2023

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*Proposal Number 1-2-23755*

State of California

# MULTIPLE AWARD SCHEDULE

NON-MANDATORY

## KYA Services, LLC

CMAS NUMBER:	<b>4-20-78-0089C</b>
SUPPLEMENT NUMBER:	2
CMAS TERM DATES:	02/26/2020 through 02/10/2025
EFFECTIVE DATE:	02/15/2023
CMAS CATEGORY:	Non-Information Technology Commodities
APPLICABLE CMAS TERMS & CONDITIONS:	<u>January 20, 2022</u>
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>47QSMA20D08P7</u>
BASE SCHEDULE HOLDER:	KYA Services LLC
PROGRAM ANALYST	John Dickinson <u><a href="mailto:John.Dickinson@dgs.ca.gov">John.Dickinson@dgs.ca.gov</a></u>

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, disposal, installation, maintenance, and repair of park and playground equipment, commercial flooring, pre-engineered and prefabricated buildings and structures for storage solutions, hardware and tools, heating, ventilation, and air conditioning, energy-efficient lighting and sustainable energy solutions, power distribution equipment, complete daycare, preschool and classroom solutions, and signs. (See pages 3 through 4 for the restrictions applicable to this CMAS.)

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

- 1) Add the "Public Works (Installation Services Only)" provision to the agreement.
- 2) "Public works services with a requirement for State contractor licensing" has been removed from the "Excluded Products and/or Services" provision.
- 3) "Security and detection systems", "public works services for State Agencies", and "installation of heating, ventilation, and air conditioning products" have been added to the "Excluded Products and/or Services" provision.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

Supplement 2 replaces the original CMAS and the previous supplements in their entirety.

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

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

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

**CMAS RESTRICTION FOR CARPET PURCHASES**

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

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

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read pages 20 through 29 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.

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

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

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**CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Act Global  
Brand-Bentley  
Brand-Quick Crete  
Brand-Tandus  
Building-Prefab Structure-Medical  
Floor Cov-Broadloom Carpet  
Floor Cov-Hardwood  
Floor Cov-Sport Flooring  
Floor Cov-Synthetic Turf  
Floor Cov-Vinyl Sheeting/Tile  
Playground-Equip  
Sport Surface-Synthetic Track

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

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

**FIND BASE SCHEDULE PRICING**

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

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

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

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**EXCLUDED PRODUCTS AND/OR SERVICES**

The purchase of Information Technology (IT) hardware, surveillance systems, security and detection systems, physical access control systems, complete facilities maintenance and management, public works services for State Agencies, installation of heating, ventilation, and air conditioning products, and order-level materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

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

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

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

**Contact:   Lisa Chavez  
Phone:     (714) 659-6477  
E-mail:     [lisa.chavez@thekyagroup.com](mailto:lisa.chavez@thekyagroup.com)  
Website:   <https://www.thekyagroup.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 California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 102369022. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$2500.

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**CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

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

**PRICE DISCOUNTS**

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

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

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

**DARFUR CONTRACTING ACT**

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

**IRAN CERTIFICATION**

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

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

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**WARRANTY**

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

**DELIVERY**

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

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.**

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

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

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.



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**HOW TO USE CMAS**

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

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

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**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

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

**CONFLICT OF INTEREST**

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

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

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

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

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

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

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

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

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word "CMAS" in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

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

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

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

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

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Amendments unique to Non-IT Services:

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

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

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

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
    - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

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- ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
  - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
  - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**WITHHOLD LANGUAGE (SB588)**

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

**PRODUCT SUBSTITUTIONS**

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

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**NEW EQUIPMENT REQUIRED**

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

**SPECIAL MANUFACTURED GOODS**

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

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

**TRADE-IN EQUIPMENT**

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to SAM 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

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

**ACCEPTANCE TESTING CRITERIA**

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

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**PRODUCT INSTALLATION**

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

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

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, [Real Estate Services Division \(RESA\) website](#) if you have questions about public works transactions.

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

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

**State Contractor’s License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the [State Contractor’s License Board](#) website to verify that the Contractor’s License shown below is still active and in good standing.

The CMAS contractor’s California Contractor’s License number is 984827. This is a Class C15 Flooring and Floor Covering, B General Building, C-61 / D12 Synthetic Products, and A General Engineering license that is valid through 06/30/2023.

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**NOT SPECIFICALLY PRICED (NSP) ITEMS**

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

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP products included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP products in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower. The total dollar value of all services included in a purchase order must not exceed the dollar value of the products. NSP may be used to cover labor for a "clean" install (typically new construction) or to prepare an "unclean" site for carpet installation. However, the total dollar value of ALL services (NSP services and line item services in the base contract) must not exceed the total product cost.
5. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.

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

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

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



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**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

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

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

**SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS**

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KYA SERVICES, LLC  
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**PAYMENTS AND INVOICES**

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

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, GC 927. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

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

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

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

For more information on the incentive fees see the CMAS Management Guide.

**4. Contractor Invoices**

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

- CMAS number
- Agency purchase order number

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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- Agency Bill Code (State Only)
- Line item number
- Unit price
- Extended line item price
- Invoice total

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

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

**5. Advance Payments**

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

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

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

**6. Credit Card**

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

**7. Leasing/Financing**

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

**8. Lease/Purchase Analysis**

California 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 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS Office of Legal Services.

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The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**9. Leasing**

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS Smart and/or Lease Smart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS Smart Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

**OBTAINING COPY OF CMAS**

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

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

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**FEDERAL DEBARMENT**

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**AMERICANS WITH DISABILITY ACT**

To view the DGS Accessibility Policy, please visit the DGS website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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**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 (per square yard)
General Office Space New Construction Clean Floor Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$4.00  Modular (Tile) \$4.00
General Office Space No Furniture Moving Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$5.00  Modular (Tile) \$5.00
General Office Space Moving of Conventional Furniture Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$10.00  Modular (Tile) \$10.00
General Office Space Moving of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Broadloom Carpet Direct Glue Down Non-Patterned Carpet	Broadloom \$5.00  Plus \$300.00-\$400.00 <u>Per Workstation</u>
General Office Space Lifting of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Modular Carpet Full Spread Release Adhesive	Modular (Tile) \$11.00



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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**CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)**

<b>Area To Be Carpeted</b>	<b>Carpet Type</b>
<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

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

**CONTRACTORS' LICENSE REQUIREMENTS**

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

Supplier's Contractor's License Number: \_\_\_\_\_

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

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

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

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

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

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

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

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

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

**WORKMEN'S COMPENSATION CERTIFICATION**

The undersigned hereby certifies the following:

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

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

\_\_\_\_\_  
Date

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

BOND Number: \_\_\_\_\_

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

**Know All Men By These Presents:**

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

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**SAMPLE B**

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

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

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

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**SAMPLE C**

**CARPET INSTALLATION REQUIREMENTS**

<b>Requirement</b>	<b>Items Required Yes</b>	<b>Items Required No</b>	<b>Performed By Vendor</b>	<b>Performed By Agency</b>
Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.				
Remove existing: carpet _____, pad _____, tile _____ Disposition: To State _____ Remove from State Premises _____				
Raise and reset monuments.				
Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.				
Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.				
Inspection of floor preparation by Building Manager.				
Reducer strips (metal _____, plastic _____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.				
Tack strips to be installed.				
Pad to be installed.				

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<b>Requirement</b>	<b>Items Required Yes</b>	<b>Items Required No</b>	<b>Performed By Vendor</b>	<b>Performed By Agency</b>
Cove base, rubber _____ or vinyl _____ Furnish and install _____ Color: brown _____, black _____ other _____ Size: 6" _____, 4" _____, 2" _____ other _____ Remove existing base _____ Trim cove on existing base _____ Other (explain) _____ _____				
All spots and smears of floor adhesives and seam cement to be removed.				
Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.				
Leave overage with Building Manager.				
Work to be performed on other than regular working hours. Nights _____ Weekends _____				
Floor duct covers, contact: Building Manager _____ Other _____				

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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**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.