

11.3



Agenda Item: 11.3. Approval of the Personnel Report

Speaker: Carolyn Bernal, Director of Human Resource

Rationale: The Human Resources Department presents for approval the Personnel Report for the month of October 2015.

Financial Impact: Fiscal Impact: None

Recommended Motion: Staff recommends approval.

Attachments:
Personnel Report 10/2015

RIO SCHOOL DISTRICT

October 21, 2015

Certificated Personnel Report

Certificated Ratification of Employment:

Bacon, Lorene, Kinder Push-In Teacher, Rio Del Norte, Temporary, 5.5 hours per day, effective 9/14/2015
Chisum, Megan, Intervention Teacher, Rio Del Norte, Temporary, 5.5 hours per day, effective 10/12/2015
Hoffmeyer, John, Middle School Teacher, Rio Del Valle, Probationary 1, (1.0) FTE, effective 9/14/2015
Ledbetter, Kristina, Kinder Push-In Teacher, Rio Rosales, Temporary, 4.25 hours per day, effective 9/8/2015
Moore, Claudia, Kinder Push-In Teacher, Rio Del Norte, Temporary, 4.5 hours per day, effective 9/14/2015
Perry, Beth, Kinder Push-In Teacher, Rio Lindo, Temporary, 5 hours per day, effective 10/12/2015
Reith, JoAnn, Kinder Push-In Teacher, Rio Rosales, Temporary, 4.25 hours per day, effective 9/8/2015
Roche, Kathy, Kinder Push-In, Rio Lindo, Temporary, 4 hours per day, effective 10/7/2015
Rodelo, Carina, Kinder Push-In Teacher, Rio Del Mar, Temporary, 4.75 hours per day, effective 9/29/2015
Van Someren, Andrea, Elementary Teacher, Rio Del Mar, Temporary (1.0) FTE, effective 9/28/2015

Certificated Management Ratification of Employment:

Hernandez, Oscar, Assistant Superintendent of Educational Services, effective 10/12/2015

Change of Program Location:

Schuster, Lauren, SAI Teacher, Rio Del Mar to Rio Rosales, (1.0) FTE, effective 7/1/2015

Change of Location:

Nelson, Alvin, Middle School Teacher, Rio Real/Rio Del Valle to Rio Del Valle, (1.0) effective 7/1/2015

Classified Personnel Report

Classified Ratification of Employment:

Navarette, Melissa, Clerk Typist II/Bilingual-Biliterate, Migrant, 5.75 hours per day, effective 10/5/2015
Rugerio, Mari, Student Family Support Specialist, Rio Plaza, 5 hours per day, effective 9/15/2015

Classified Resignation:

Gonzales, Gloria, Food Service Worker I, Rio Plaza, 3 hours per day, effective 8/19/2015
Solano Jijad, Yadira, Food Service Worker I, Rio Rosales, 3 hours per day, effective 9/29/2015

11.4

Agenda Item: 11.4. Authorization of Teaching Assignments-Multiple Subject

Rationale: Pursuant to Education Code Section 44256(b), the holder of a Multiple Subject Teaching Credential or a Standard Secondary Credential, who has completed 12 semester units, or 6 upper division or graduate units, of coursework at an accredited institution in each subject to be taught, is considered legally authorized to teach under this provision. The authorization shall be with the teacher’s consent.

The following teacher has accepted an assignment which requires the Governing Board’s authorization. It is requested that the Governing Board authorize this teaching assignment for the 2015-2016 school year.

<u>Teacher</u>	<u>Assignment</u>	<u>Credential</u>
Barbetti, Rebecca	Physical Education	Clear Multiple Subject
Barbetti, Rebecca	English: Yearbook	Clear Multiple Subject
Garcia, Augustine	Computer Application	Clear Multiple Subject
Townsley, Michelle	Math (CPS)	Clear Multiple Subject

Financial Impact: Fiscal Impact: None

Funding Source: None

Recommended Motion: Staff recommends approval.

Attachments:

11.5



Agenda Item: 11.5. Sage Institute Contract FY1516

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: Sage Institute will assist the district with facilities and funding requirements. The work performed by Sage Institute will include implementing and suggesting strategies, continued master planning, CEQA Oversight, and program planning.

Financial Impact: Fiscal Impact: \$72,000.00

Funding Source: Developer Fees, Mitigation Agreement Fees

**Recommended
Motion:** Approve the Sage Institute Contract

Attachments:
Sage Institute Contract

PROPOSED SCOPE OF WORK / AUTHORIZATION OF COSTS

Services Provided for:
Rio School District (District)
2500 Vineyard Ave.
Oxnard, CA 93036

Authorized Representative:
John D. Puglisi, Ph.D.
District Superintendent
Phone #: (805) 485-3111

Services Provided by:
Sage Institute Inc. (Consultant)
2945 Townsgate Rd #200
Westlake Village, CA 91361

Principal Consultant:
Dr. Joel Kirschenstein, President
Phone #: (805) 497-8557 x223
joel@sageii.com

Project Duration: July 2015 – June 2016

Scope of Work: District facilities and funding requirements and strategies /
Continued Master Planning / CEQA Oversight / Program Planning

- I. **CDE Site and Plan Applications for STEAM school**
 - A. Prepare and coordinate documentation for CDE site application.
 - B. Follow-up with CDE re: questions and comments for site final site application.
 - C. Prepare and coordinate documentation for CDE preliminary and final plan applications.
 - D. Follow-up with CDE re: questions and comments re: preliminary and final plan applications.
- II. **OPSC Funding Application for STEAM school**
 - A. Prepare and coordinate documentation for OPSC funding application.
 - B. Follow-up with OPSC re: 4-day and 15-day letters and comments and questions.
- III. **2015/16 New Construction Eligibility Application**
 - A. Prepare and coordinate documentation for 2015/16 new construction eligibility update and submittal to OPSC.
- IV. **2015/16 Enrollment Projections and Capacity Analysis**
 - A. Prepare cohort enrollment projections by school site and district-wide.
 - B. Prepare updated enrollment projections for new residential development.
 - C. Update capacity data and overlay updated enrollments with updated capacity determination.
 - D. Draft updated enrollment projection and capacity analyses report.
- V. **Modernization 2015/16 Eligibility Update and Funding Application for Rio Real ES**
 - A. Prepare eligibility modernization eligibility application for Rio Real ES for submittal to OPSC.
 - B. Prepare and coordinate documentation for modernization funding application for Rio Real ES for submittal to OPSC.

VI. Continued Master Planning

- A. Prepare updates to Master Plan including preparation of projected local and state income sources.
- B. Prepare Staff & Board progress reports.
- C. Meet with District Staff re: refinements.

VII. Project Planning

- A. Prepare and coordinate agendas for team meetings.
- B. Facilitate implementation and Master Plan.
- C. Facilitate special study consultants.
- D. Coordinate M.O.T., District office relocation efforts.
- E. Assist with Preparation of Board agenda items and progress reports.

AGREED BUDGET / COMPENSATION AMOUNT:

SII Employee	Rate/hour	Estimated Fee*
Principal	\$190.00	Tasks 1-7: Flat rate of \$6,000/month
Senior Associate	\$145.00	
Associate	\$125.00	
Administrative Assistance	\$75.00	

Submitted by Sage Institute Inc.

Agreed and Accepted by Client:

By:

By:

Print Name: Dr. Joel Kirschenstein

Print Name: John D. Puglisi, Ph.D.

Title: President

Title: District Superintendent

Date:

Date:

11.6



Agenda Item: 11.6. Approval of the Amendment to the Learning Priority Contract FY 1516

Rationale:

Learning Priority will provide the District with the services to conduct a series of 3 reading assessments using LP, Inc reading tools at all eight of the districts schools for students in grade 2-7, inclusive of testing, report development, and professional development.

Financial Impact: Fiscal Impact:

Funding Source: Professional Development

Recommended Motion: Staff recommends approval.

**Attachments:
LPAmendment**

AMENDMENT

This **AMENDMENT** to the current service Agreement (the "Agreement") is made and entered into this day of October 16, 2015, by and between Rio School District, 2500 Vineyard Avenue, Oxnard, CA 93036 (hereinafter "District") and Learning Priority, Inc., 1398 East Hillcrest Drive #222, Thousand Oaks, CA 91362 (hereinafter "Provider").

PROVIDER.

Learning Priority, Inc

Provider

805-844-5645

Telephone Number

1398 East Hillcrest Drive #222

Street Address

Thousand Oaks, CA 91362

City, State, Zip code

mredulink@gmail.com

E-mail Address

SERVICES. Provider shall provide District with the services to conduct a series of 3 reading assessments using LP, Inc reading tools at all eight of the districts schools for students in grade 2-7, inclusive of testing, report development, and professional development.

COST. The Rio School district will pay the provider an additional \$2500.00 per month for the remainder of the 2015/2016 school year ending June 2016.

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

Rio School District

District

Learning Priority, Inc

Provider

By:

Signature

Signature

Dr. John Puglisi

Name

Ian Rescigno

Name

Superintendent

Title

Chief Executive Officer

Title

11.7



Agenda Item: 11.7. Change Order No. 1 for Project 15-0035REAL for the Painting of Five Additional Portables at Rio Real Elementary School.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: As part of the 2015 site work for portable classrooms at Rio Real Elementary School, a contract in the amount of \$91,000 was awarded to Color New Co. based on the work scope provided in the bid documents.

Scope changes made to the work are detailed in the attached proposal from Balfour Beatty. The net result of these changes is an additional \$11,000 cost to the district.

These changes have been agreed to by the architect and contractor.

Financial Impact: Fiscal Impact: \$11,000 additional cost

Funding Source: Measure G Bond fund.

Recommended Motion: Approve Change Order No. 1 from Color New Co.

Attachments:
Color New Invoice

Color New Co.

23645 Marylee St., Woodland Hills CA 91367

Office: 818-884-0856, Fax: 818-884-0217, Cell: 323-854-9845

colornewco@yahoo.com

Dated: August 14, 2015

To: Balfour Beatty Construction
300 East Esplanade, Ste. 1120
Oxnard, CA 93036

Project: Painting at Rio Real E.S.
Contract No: RSD Project #15-0035 Real

Attn: Keith Henderson, Construction Manager
Tel: (805) 983-1558
Email: khenderson@balfourbeattyus.com

PROPOSAL

Painting (5) Five Additional Bungalows at Rio Real ES

\$11,000.00

If you have any questions or require additional information please do not hesitate to contact me.
Thank you.

Louie Loizu,
Owner

11.8



Agenda Item: 11.8. Change Order No. 1 for Project 15-0035LINDO for exterior re-painting of four portables at Rio Lindo.

Quick Summary / Abstract:

Rationale: As part of the 2015 Measure G improvements at Rio Lindo Elementary School, a contract in the amount of \$126,000 was awarded to Omega Construction Inc. for painting based on the work scope provided in the bid documents.

Scope changes made to the work are detailed in the attached letter from Balfour Beatty. The net result of these changes is \$8,942.95 additional cost to the district.

These changes have been agreed to by the architect and contractor.

Financial Impact: Fiscal Impact: \$8,942.95 additional cost

Funding Source: Measure G Bond fund.

Recommended Motion: Approve Change Order No. 1 from Omega Construction, Inc.

Attachments:
Invoice

Balfour Beatty Construction

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, CA 93036
Attn: Kristen Pifko, Assistant Superintendent Business Services

September 8, 2015

Subject: Measure "G" Bond CUPCCAA Project (Paint Exterior of Rio Lindo Campus)
Rio School District
Oxnard, CA

Re: Project 15-0035LINDO Exterior Painting & Repairs at **Rio Lindo Elementary School**.
Recommendation to Request Board approval for issuance of Notice of Completion

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for issuance of the Notice of Completion for work related to RSD Project 15-0035LINDO Exterior Painting & Repairs at **Rio Lindo Elementary Schools**. All contract installation requirements have been satisfied by Omega Construction Inc. The final contract amount is as follows:

Omega Construction, Inc Base Agreement	\$	126,000.00
Change Orders: #1 (Repaint 4 Portables)	\$	8,942.95
FINAL Cost	\$	134,942.95

Should you have any questions, please contact me at any time.

Keith Henderson
Senior Project Manager
Balfour Beatty Construction, Inc

cc. Kristen Pifko, RSD
Dennis Kuykendall, Balfour Beatty Construction
Sophia Limon, Balfour Beatty Construction
File

11.9



Agenda Item: 11.9. Change Order No. 1 for Project 15-0041G Site Work and Utility Installations for Portable Classrooms at Rio Del Norte and Rio Lindo Elementary Schools.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: As part of the 2015 site work and utility installations for portable classrooms at Rio Del Norte and Rio Lindo elementary schools, a contract in the amount of \$577,140 was awarded to Waisman Construction Inc. based on the work scope provided in the bid documents.

Scope changes made to the work are detailed in the attached letter from Balfour Beatty. The net result of these changes is a \$2162.93 cost to the district.

These changes have been agreed to by the architect and contractor.

Financial Impact: Fiscal Impact: \$2162.93 cost to the District

Funding Source: Measure G Bond.

Recommended Motion: Approve Change Order No. 1 from Waisman Construction Inc.

Attachments:
Change Order

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, Ca 93036

CHANGE ORDER 15-0041G
10-14-15

PROJECT NO: 15-0041G

CHANGE ORDER NO: 1

PROJECT NAME: Site Work & Utility Installations for Portable Classrooms at Rio Dei Norte and Rio Lindo Elementary Schools

CONTRACTOR: WAISMAN CONSTRUCTION INC.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$	577,140.00
Previous Approved Change Orders		
This Change Order	\$	2,162.93
Adjusted Contract Amount	\$	579,302.93

TIME:

Original Contract Completion Date	August 15, 2015
Previous Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	August 15, 2015

IT IS AGREED BY THE CONTRACTOR THAT THE ADJUSTED CONTRACT AMOUNT AND/OR TIME, IF ANY, INCLUDES FULL AND COMPLETE EQUITABLE ADJUSTMENT AND COMPENSATION FOR ALL CONTRACT WORK AND EXTRA WORK PERFORMED ON THE PROJECT INCLUDING BUT NOT LIMITED TO CHANGES, DIFFERING SITE CONDITIONS, SUSPENSIONS, DELAYS, RESCHEDULING, ACCELERATION, IMPACT AND EXTENDED OVERHEAD AS IT RELATES SPECIFICALLY TO ITEMS 2.1 THRU 2.35 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 2.1 THRU 2.35 OF THE ATTACHED LISTING, AND HEREBY ACKNOWLEDGES AND AGREES THAT THE AMOUNT SHOWN ABOVE CONSTITUTES PAYMENT IN FULL ACCORDING TO THE CONTRACT DOCUMENTS.

EXCEPT TO THE EXTENT THE CONTRACT HAS BEEN MODIFIED BY PREVIOUSLY ISSUED DISTRICT CHANGE ORDERS, AND FURTHER MODIFIED BY THIS CHANGE ORDER, THE CONTRACT REMAINS IN FULL FORCE AND EFFECT.

RIO SCHOOL DISTRICT

By _____

Date _____

District Architect; Architecture for Education

By _____

Date _____

CONTRACTOR: Waisman Construction Inc

By _____

Date _____

District PM/CM; Balfour Beatty Construction

By _____

Date 10/14/15

Change Order to Contract
Rio Bid 15-0041G

Rio School District

Change Order #15-0041G-1

Bid No 15-0041G

10/14/2015

Portable Installation at Rio Del Norte & Rio Lindo

Waisman Construction Inc.

Original Contract

\$ 577,140.00

Item No.	GC No.	Description	Reason	Cost
1.01	COR#3	Furnish and install Goulds pump series 3887BHF at Rio Lindo	Existing sewer line was not deep enough for gravitational flow	\$ 19,678.15
1.02	COR#4	Labor and materials to extend 2" water service in order to connect water service to new portables at Rio Lindo	Scope of work change	\$ 3,886.87
1.03	COR#6	Omit entire fencing scope from contract at Rio Del Norte (Credit)	District requested change	\$ (8,554.00)
1.04	COR#8	Provide top soil for grass patch back in electrical trench at Rio Lindo	Hydro seed will no work with current sandy soil condition at location	\$ 1,099.69
1.05	COR#9	Use of existing electrical conduits (Credit)	Conduits were vacant	\$ (6,990.13)
1.06	COR#10	Omit TVs and mounting brackets from contract at both schools (Credit)	District requested change	\$ (12,500.00)
1.07	COR#11	Second move in for fire water line design, AC saw cutting at Rio Lindo	Delays from existing gas main line at street	\$ 321.30
1.08	COR#14	Install additional ground rods at both schools	First set of ground rods failed resistance test	\$ 5,678.07
1.09	COR#15	Omit fence enclosing backflow preventer for fire water line at Rio Lindo (Credit)	Backflow is no longer needed	\$ (1,046.72)
1.10	COR#16	Omit concrete pad for backflow preventer for fire water line at Rio Lindo (Credit)	Backflow is no longer needed	\$ (450.00)
1.11	COR#18	Ground rod testing at Rio Del Norte	First set of ground rods failed resistance test	\$ 1,259.70

Total Change Order # 1	\$ 2,162.93
Previous CO	\$ -
Original Contract	\$ 577,140.00
Revised Contract	<u>\$ 579,302.93</u>

Balfour Beatty Construction

Rio School District
2500 E. Vineyard Ave, Suite 1-100
Oxnard, CA 93036

October 14, 2015

Attn: Kristen Pifko, Assistant Superintendent Business Services

Subject: Measure "G" Bond Project (Portable Installation at Rio Del Norte & Rio Lindo)
Rio School District
Oxnard, CA

Re: Project 15-0041G Site Work & Utility Installations for Portable Classrooms at Rio Del Norte and Rio Lindo Elementary Schools.
Recommendation to Approve Change Order #15-0041G-1 to Waisman Construction Inc.

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for Change Order # 15-0041G -1 to Waisman Construction Inc. for added scope items at the above Project. Additional work to the Project is as follows;

Item 1.01 Furnish and install Goulds pump series 3887BHF at Rio Lindo

Reason; Existing sewer line was not deep enough for gravitational flow from the new portable restrooms.

Item 1.02 Labor and materials to extend 2" water service in order to connect water service to new portables at Rio Lindo

Reason; Scope of work change as previous point of connection was not accessible

Item 1.03 Credit for omitting entire fencing scope from contract at Rio Del Norte

Reason; District request to delete fencing scope of work due to District possibly going with a different design

Item 1.04 Provide top soil for grass patch back in electrical trench area at Rio Lindo

Reason; Hydro seed will not work with current sandy soil condition at location

Item 1.05 Credit for use of existing electrical conduits

Reason; Conduits were vacant

Item 1.06 Credit for Deletion of TV's and TV wall mount bracket

Reason; District Requested a Credit to Delete the TV's and the TV Wall Mount brackets due to a possible Product change. The District will procure the proper product at a later date upon a final decision

Item 1.07 Second move in for fire water line design, AC saw cutting at Rio Lindo

Reason; Delays from the existing gas main line in the street caused AC and ACC saw cutting to be scheduled on two separate occasions. Contractor only bid on the fact that they will only have one move in.

Item 1.08 Install additional ground rods at Rio Del Norte & Rio Lindo

Reason; First set of ground rods failed the resistance test and per code it is mandatory to install a second ground rod per portable.

Item 1.09 Credit for omitting fence enclosing the backflow preventer for the fire water line at Rio Lindo

Reason; Due to new designs provided by the City of Oxnard, backflow is no longer necessary

Item 1.10 Credit for omitting concrete pad for the backflow preventer for the fire water line at Rio Lindo

Reason; Due to new designs provided by the City of Oxnard, backflow is no longer necessary

Item 1.11 Ground rod testing at Rio Del Norte

Reason; First set of ground rods failed the resistance test

Project Cost Update;

Waisman Construction Inc Base Agreement	\$ 577,140.00
Current Change Order # 15-0041G-1	\$ 2,162.93
Total Construction Cost to Date	\$ 579,302.93

Should you have any questions, please contact me at any time.

Respectfully,

Keith Henderson
Senior Project Manager, Balfour Beatty Construction

cc. Kristen Pifko (Rio School District)
Dennis Kuykendall, Balfour Beatty
Sophia Limon, Balfour Beatty
File

11.10



Agenda Item: 11.10. Approval of Resolution 1516/10 Approving the Notice of Completion of the Painting of the Additional Utility Building at Rio Plaza Elementary School.

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: As part of the 2015 site work for the portables at Rio Plaza Elementary School, the District contracted with Fix Painting Co. to paint the additional utility building at Rio Plaza Elementary School.

Balfour Beatty, construction manager, is recommending that the board approve the issuance of the Notice of Completion for work related to RIo School District Site Work for the painting of the utility building at RIo Plaza Elementary School. All contract requirements have been satisfied by Fix Painting Co.

Financial Impact: None

**Recommended
Motion:** Approval of Resolution 1516/10.

Attachments:
Resolution for Fix Painting

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516/10

**APPROVING THE NOTICE OF COMPLETION FOR THE
PAINTING OF ADDITIONAL UTILITY BUILDING AT RIO PLAZA ELEMENTARY
SCHOOL**

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the portables at Rio Plaza Elementary School, Project No. 15-0035 PLAZA; and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, *et seq.*; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 15, 2015, the District awarded the bid to Fix Painting Co. (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Portables Project; and

WHEREAS, on September 8, 2015, the project construction manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Portables Project.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ___, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mr. Ramon Rodriguez,
President of the Board of Trustees

11.11



Agenda Item: 11.11. Approval of Resolution 1516/11 Approving the Notice of Completion of Repainting Four Portables at Rio Lindo Elementary School.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: On June 24, 2015, the board approved the award of the contract and the District contracted with Omega Construction, Inc. to repaint four portables at Rio Lindo Elementary School.

The painting work has been completed. Balfour Beatty, construction manager, is recommending that the board approve the issuance of the Notice of Completion for work related to RIo School District Site Work for the repainting of the four portable classrooms at Rio Lindo Elementary School. All contract requirements have been satisfied by Omega Construction, Inc.

Financial Impact: None

Recommended Motion: Approval of Resolution 1516/11.

Attachments:
Resolution 11

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516/11

**APPROVING THE NOTICE OF COMPLETION FOR THE
REPAINTING OF FOUR PORTABLES AT RIO LINDO ELEMENTARY SCHOOL**

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the portables at Rio Lindo Elementary School, Project No. 15-0035 LINDO; and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, *et seq.*; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 15, 2015, the District awarded the bid to Omega Construction Co. Inc. (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Portables Project; and

WHEREAS, on September 8, 2015, the project construction manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Portables Project.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ___, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

**Mr. Ramon Rodriguez,
President of the Board of Trustees**

11.12



Agenda Item: 11.12. Approval of Resolution 1516/09 Approving the Notice of Completion of the Painting of Five Additional Portables at Rio Real Elementary School.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: On June 24, 2015, the District contracted with Color New Co. to paint five additional portables at Rio Real Elementary School.

Balfour Beatty, construction manager, is recommending that the board approve the issuance of the Notice of Completion for work related to Rio School District Site Work for the painting of five additional portable classrooms at Rio Real Elementary School. All contract requirements have been satisfied by Color New Co.

Financial Impact: None

Recommended Motion: Approval of Resolution 1516/09.

Attachments:
Notice of Completion Color New

RIO SCHOOL DISTRICT

RESOLUTION NO. 1516/09

**APPROVING THE NOTICE OF COMPLETION FOR THE
PAINTING OF FIVE ADDITIONAL PORTABLES AT RIO REAL ELEMENTARY
SCHOOL**

WHEREAS, pursuant to Resolution No. 1415/17, adopted April 15, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the portables at Rio Real Elementary School, Project No. 15-0035 REAL; and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company prepared the Bid Documents and solicited responsive and responsible bids in accordance with Public Contract Code Sections 20111, *et seq.*; and

WHEREAS, the responses to the Bid Documents were due June 10, 2015; and

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 15, 2015, the District awarded the bid to Color New Co. (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Portables Project; and

WHEREAS, on September 8, 2015, the project construction manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Portables Project.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ___, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mr. Ramon Rodriguez,
President of the Board of Trustees

11.13



Agenda Item: 11.13. **Renewal of the Food Share Memorandum of Understanding FY 2015/2016**

Rationale: Food Share is a key partner in providing basic needs support to families living in the Rio School District community. This MOU allows the continuation of outreach work throughout the district to increase enrollment of the CalFresh Program. CalFresh provides eligible participants to receive monthly food subsidies. Outreach is coordinated through the Office of Student and Family Services and takes place at the Rio Family Resource Center, Nyeland Center and school sites. Staff from Food Share, Mixteco Indigena Community Organizing Project and Community Action of Ventura County will conduct outreach at back to school nights, coffee with a principal, food distributions and other events as appropriate. They will also assist families with completing the application process. These services are at no cost to the Rio School District.

Financial Impact: Not applicable

Attachments:
Renewal of Food Share Memorandum of Understanding 2015-16



Ventura County's Food Bank

A Member of **FEEDING AMERICA**

**MEMORANDUM OF UNDERSTANDING
FOOD Share, Inc.
And**

Office of Student and Family Services, Rio School District

Agreement # FS-007.15-16

This Memorandum of Understanding (MOU) is entered into by and between FOOD Share Inc. (Provider) and **Office of Student and Family Services, Rio School District**.

PURPOSE: The purpose of the MOU is to establish and maintain a provision of service relationship between the two parties to expand the outreach efforts of Food Share to increase enrollment in the CalFresh program as administered by the County of Ventura-Human Services Agency. FOOD Share will present and share information about the CalFresh program at agency sites to educate clients on the benefits of, and eligibility for the CalFresh program. FOOD Share staff will help clients with prescreening for eligibility, application assistance, and follow up for the CalFresh program. Informational bilingual literature will be provided regarding food programs.

TERM: The term of this MOU is in effect from the date of signing through June 30, 2016 unless otherwise extended.

COMPENSATION: **Office of Student and Family Services, Rio School District** will not be charged for the services provided by FOOD Share, Inc.

DESCRIPTION OF SERVICES:

- A. **Office of Student and Family Services, Rio School District** agrees to the following:
1. Serve as lead Administrative Agent for all agency outreach sites to assist FOOD Share in the CalFresh outreach program.
 2. Notify appropriate personnel at all agency outreach sites of the opportunity to participate in the CalFresh outreach program.
 3. Notify agency outreach site staff and clients of the availability of the CalFresh program benefits and services through existing agency information networks.
 4. Allow Provider representatives access to agency outreach sites as appropriate to distribute informational materials and conduct application assistance.
 5. Hold Provider harmless against any claims resulting from this project, save claims resulting from the sole negligence or willful misconduct of Provider.
- B. The Provider agrees to the following:
1. Provide representatives to organization/staff/client meetings convened by **Office of Student and Family Services, Rio School District** to explain and review the program.

2. Provide agency outreach staff training to designated staff on the CalFresh program including an overview of the Benefits CalWIN system, eligibility requirements and application procedures.
3. Provide presentations as requested by agency outreach sites regarding program information and nutrition education.
4. Provide sufficient supply of application and informational materials to agency outreach sites to ensure distribution to all interested persons. Eligibility and informational materials will be available in both English and Spanish.
5. Provide information at resource fairs or other appropriate agency events.
6. Receive referral information from interested clients via fax, email or hand delivery/pick-up.
7. All services shall be provided at no cost to **Office of Student and Family Services, Rio School District**
8. Provide **Office of Student and Family Services, Rio School District** with a certificate of insurance (General Liability and Workman's Compensation) naming **Office of Student and Family Services, Rio School District** as "additional insured".

TERMINATION: Either party may terminate this MOU without cause upon thirty (30) days written notice.

AUTHORIZED APPROVAL:

FOOD Share Inc.

Office of Student and Family Services, Rio School District

 Signature
 Susan Haverland
 Vice President, Programs & Services
 Food Share

 Signature
 Dr. John Puglisi
 Superintendent
 Rio School District

Date: _____

Date: _____

11.14



Agenda Item: 11.14. Approval of Resolution 1516/06 approving the Notice of Completion for the Installation of Portables at Rio Lindo Elementary School.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: On June 3,2015, the District contracted with BC Rincon Construction, Inc. to provide paving related to the 2015 Portable Project for portables at Rio Lindo Elementary School.

Balfour Beatty, construction manager, is recommending that the board approve the issuance of the Notice of Completion for work related to Rio School District Site Work and Utility Installations for Portable Classrooms at Rio Lindo Elementary Schools. All contract requirements have been satisfied by BC Rincon Construction, Inc.

Financial Impact: None

Recommended Motion: Approval of Resolution 1516/06

Attachments:
Resolution No. 1516/06
Invoice

RIO SCHOOL DISTRICT

**RESOLUTION NO. 1516-06
APPROVING THE NOTICE OF COMPLETION FOR THE
PAVING AT RIO LINDO ELEMENTARY SCHOOL**

WHEREAS, pursuant to Resolution No. 1415/17, adopted June 3, 2015, the Rio School District (“District”) board of trustees authorized the Superintendent and the Assistant Superintendent of Business Services to prepare bid documents for the provision of various construction services related to the installation of portables at Rio Lindo Elementary School, Project No. 15-0041G (the “2015 Portables Project”); and

WHEREAS, the Superintendent , Assistant Superintendent of Business Services, and staff members of the District’s construction management company requested proposals from the CUPCAA contractors on the district list for paving; and

WHEREAS, two contractors responded to the request and both walked the job site with Balfour Beatty. BC Rincon submitted the low proposal for Rio Lindo, portable project number 15-0041G.

WHEREAS, at a regularly scheduled meeting of the District’s Board of Trustees (“Board”) on June 3, 2015, the District awarded the bid to BC Rincon Construction (“Contractor”), as the lowest, responsive bidder; and

WHEREAS, Contractor subsequently commenced the work on the 2015 Portables Project; and

WHEREAS, on September 8, 2015, the project construction manager for the 2015 Portables Project confirmed that the work for the 2015 Portables Project has been DSA closed and certified with all punch list items complete in accordance with the plans and specifications; and

WHEREAS, District has now determined to file the Notice of Completion, attached hereto as Exhibit A and incorporated herein by reference;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby accepts the Notice of Completion for the 2015 Portables Project.
3. The Board delegates authority to the Superintendent and the Assistant Superintendent of Business Services or their designee to ensure that the Notice of Completion is filed with the Office of the Ventura County Recorder.

PASSED AND ADOPTED by the Board of Education at a regular meeting held on the ___ day of ___, 201__ by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mr. Ramon Rodriguez,
President of the Board of Trustees

11.15



Agenda Item: 11.15. Approval of Estimated Fees for Legal Services Provided by Atkinson, Andelson, Loya, Ruud and Romo.

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: The district has a three year agreement with Atkinson, Andelson, Loya, Ruud and Romo for legal services. The estimated fees for the current fiscal year is \$165,000.

Financial Impact: Fiscal Impact: \$165,000.00.

Funding Source: General Fund

Attachments:
Atkinson Contract

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (the "Agreement") is made this 1st day of July, 2014, between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a Professional Law Corporation, hereinafter referred to as the "Law Firm," and RIO SCHOOL DISTRICT, hereinafter referred to as "District".

II. RECITALS; PURPOSE; MATTERS

The District desires to retain and engage the Law Firm to perform legal services on the District's behalf, and the Law Firm is willing to accept said engagement on the terms and conditions contained in this Agreement. The Law Firm agrees to provide legal services to the District, including representation in administrative and court proceedings, as requested by the District. The place and time for such services are to be designated by the Superintendent of the District or designee.

III. TERMS AND CONDITIONS

A. The term of this Agreement shall be for three years, commencing July 1, 2014, through June 30, 2017. For the period July 1, 2014, through June 30, 2017, the District hereby agrees to pay the Law Firm in connection with the above-referenced services as authorized at the following hourly rates:

	July 1, 2014- June 30, 2015	July 1, 2015- June 30, 2016	July 1, 2016- June 30, 2017
Senior Partners	\$200.00	\$210.00	\$220.00
Partners/Senior Counsel	\$195.00	\$205.00	\$215.00
Senior Associates	\$190.00	\$200.00	\$210.00
Associates	\$185.00	\$195.00	\$205.00
Electronic Technology Litigation Specialist	\$185.00	\$195.00	\$205.00
Non-Legal Consultants	\$160.00	\$160.00	\$160.00
Senior Paralegals/Law Clerks	\$120.00	\$130.00	\$140.00
Paralegals/Legal Assistants	\$110.00	\$120.00	\$130.00

The Law Firm shall bill in quarter-hour increments.

B. Agreements for legal fees at other than the hourly rates set forth above may be made by written mutual agreement for special projects or particular scopes of work. In the

course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

C. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the Superintendent or designee's prior approval in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the District in the event a particular cost item totals \$2,000.00 or less. Typical cost items include, by way of example and not limitation, document preparation and word processing, long distance telephone charges, fax/telecopy charges, copying charges, messenger fees, travel costs, bonds, witness fees, deposition and court reporter fees, transcript costs, expert witness fees, investigative fees, etc. If the Law Firm retains, with authorization from the District, experts or consultants for the benefit of the District, rather than the District contracting directly with any expert or consultant, it is agreed that the District shall pay a five percent (5%) fee ("consultant processing fee") on such expert and consultant costs paid by the Law Firm in order to offset certain costs to the Law Firm resulting from administering and initially paying such expert and consultant fees on behalf of the District.

D. A detailed description of the attorney work performed and the costs advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month. Payment of the full amount due) as reflected on the monthly statements, will be due to the Law Firm from the District by the 10th of each month, unless other arrangements are made. In the event there are retainer funds of the District in the Law Firm's Trust account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit therefor will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

E. The District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects: (a) the legal services performed; and (b) the proper charge for those legal services.

F. The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District including, but not limited to, attending mandatory court hearings and other appearances and providing necessary information and documentation to enable the Law Firm to adequately represent the District.

G. The District has the right, at any time, and either with or without good cause, to discharge the Law Firm as the District's attorneys. In the event of such a discharge of the Law Firm by the District, however, any and all unpaid attorneys' fees and costs owing to the Law Firm from the District shall be immediately due and payable.

H. The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District upon the occurrence of any one or more of the following events:

1. Upon order of Court requiring the Law Firm to discontinue the performance of said legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue legal services for the District;
3. Upon the failure of the District to perform any of the District's obligations hereunder with respect to the payment of the Law Firm's fees and costs advanced; or
4. Upon the failure of the District to perform any of the District's obligations hereunder with respect to cooperation with the Law Firm in connection with the Law Firm's representation of the District.

I. In the event that the Law Firm ceases to perform legal services for the District as hereinabove provided, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees or costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in Court on its behalf, the District will promptly execute an appropriate Substitution of Attorney form.

J. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

K. It is understood and agreed that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

IV. SPECIALIZED LEGAL SERVICES

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school finance, bankruptcy, copyright, trademark, non-profit organizations, and appellate law, the District agrees to pay the Law Firm an hourly rate higher than the above-stated rates, subject to the prior approval of the District. The District shall be informed of such specialized services and rates prior to any billings by the Law Firm.

V. SERVICES PERFORMED BY LAW FIRM-PROVIDED NON-LEGAL CONSULTANTS

The Law Firm has an affiliation with non-legal education consultants who are available to assist the District in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, public/employee relations surveys and

communications, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement. Although the Law Firm has a financial interest in the work performed by these consultants, the Law Firm is not suggesting or recommending the District utilize consultant services but, rather, offers their services as an accommodation to the District at its sole discretion.

VI. CONSENT TO LAW FIRM COMMUNICATION

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of Breakfast Briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. These email notices are a convenient way to keep the District administrators apprised of important legal changes. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right of unsubscribe at any time.

VII. ARBITRATION

The parties agree that all disputes which arise between the District and the Law Firm, whether financial or otherwise regarding the attorney-client relationship, shall be resolved by binding arbitration. The parties agree to waive their right to a jury trial and to an appeal.

VIII. DURATION

This Agreement shall be effective July 1, 2014, through June 30, 2017, and thereafter shall continue from month-to-month at the then current hourly rate set forth herein until modified in writing by mutual agreement or terminated by either party upon thirty (30) days' written notice.

// /

///

// /

IX. EXECUTION DATE

This Agreement is entered into this 1st day of July, 2014.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated:

"District"

RIO SCHOOL DISTRICT

Dated:

11.16



Agenda Item: 11.16. Approval to Increase Amount for Morris Inspection Services for Additional Inspection Work FY 2015/2016.

Speaker: Kristen Pifko

Quick Summary / Abstract:

Rationale: The district is using this company for the inspection work for various construction projects as part of Measure and closeout of old DSA applications. Due to ongoing construction projects the district needs additional inspections for the 2015/2016 year.

Financial Impact: Fiscal Impact: \$30,000.00

Funding Source: General Fund, Mitigation Fees and Bond Funds as applicable to work performed.

Recommended Motion: Staff recommends approval of additional funding.

Attachments:

11.17



Agenda Item: 11.17. Williams Quarterly Complaint Report for October 2015

Rationale: Education Code Section 35186 (d) requires a school district to report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district. The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. The complaints and written responses shall be available as public records. The attached report is presented to the Governing Board for approval.

Financial Impact: Not Applicable

Recommended Motion: Staff recommends approval

Attachments:
Williams Quarterly Complaint Report

Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2015-16

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: October 2015 (7/1/15 to 9/30/15)
 (check one) January 2016 (10/1/15 to 12/31/15)
 April 2016 (1/1/16 to 3/31/16)
 July 2016 (4/1/16 to 6/30/16)

Date for information to be reported publicly at governing board meeting: October 21, 2015

Please check the box that applies:

- No complaints were filed with any school in the district during the quarter indicated above.
- Complaints were filed with schools in the district 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	0	0	0
Teacher Vacancy or Misassignment	0	0	0
Facilities Conditions	0	0	0
Totals	0	0	0

John Puglisi
 Name of District Superintendent

 Signature of District Superintendent



Agenda Item: 11.18. Approve Proposal from John Pence Building Specialties, Inc.

Speaker: Kristen Pifko

Quick Summary / Abstract: The teachers at Rio del Mar met with the architect and construction manager at the end of the 2014-15 school year. At this meeting, the teachers requested an additional sliding white board in their classrooms. Currently, the classrooms have two sliding white boards and an open space. The third white board will cover the open cabinet and allow for additional writing space.

Approve the Bid proposal from John Pence Building Specialties, Inc. for the furnishing and installing of sliding marker board panels at Rio Del Mar Elementary School.

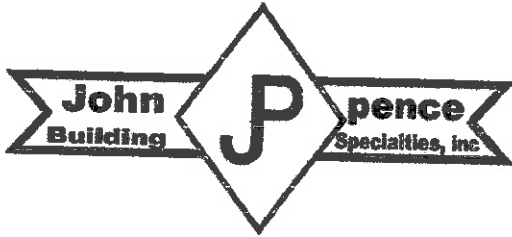
Financial Impact: Fiscal Impact: \$8,100.00

Financial Source: Bond

Recommended Motion: Approve the Bid Proposal from John Pence

Attachments:
Pence Bid

BID PROPOSAL



JOHN PENCE BUILDING SPECIALTIES, INC.
535 SOUTH C ST. OXNARD, CA 93030
MAILING: PO BOX 7159, OXNARD, CA 93036
PHONE: 805.642.8139
FAX: 805.642.3712
E-MAIL: INFO@JPBSI.COM
LICENSE # 403822 B, C-61, D-34

To: RIO SCHOOL DISTRICT	Date: 10-2-2015
Attention:	Pages: (INCLUDING COVER) 3
Fax:	Phone:
Job: RIO DEL MAR SCHOOL	Quoted by: MATT WHITECOMB

We are pleased to provide a quote for:

Sliding Marker Board Panels

Includes: 20ea- As manufactured by Claridge, Econo Series Slider Panels
44 3/4" h X 49" w Aluminum trim to Aluminum Trim
100 white porcelain finish, Satin Aluminum J1 Trim.
Apron, Guides & Roller Brackets included.

Furnish & Install (Prevailing Wage) \$ 8,100.00

- Approx. Lead time 4 weeks
- Manufacturer requires a deposit required in the amount of 2,930.00 prior to ordering

Reviewed & Approved



10/9/15
Date

OK
OK
BOC
10/9/15
RIO DEL MAR
WHITE BOARDS

THIS BID TO BE MADE PART OF ANY CONTRACT

Terms & Conditions

Payment to be made per invoice as work progresses to the value of One Hundred Percent (100%) of all work completed subject to Prior Credit approval through our billing dept. Deposit may be required prior to ordering of any material. Check, Cash, Visa, M/C and American express accepted. The entire amount of contract to be paid within 20 days after completion.

Any money past due for more than thirty days from Owner to Contractor is subjected to a late service charge at the rate of one and one half percent (1-1/2%) per month.

Any alterations or deviation from above specifications involving extra costs of material or labor will only be executed upon written orders for the same and will become an extra charge over the sum mentioned in this proposal/contract.

All arrangements must be made in writing. This proposal/contract is valid for 90 days only, void if not accepted within specified time.

If either party becomes involved in litigation arising out of this proposal/contract or the performance thereof, the court in such litigation or in separate suit shall award actual costs and attorney fees incurred in good faith to the prevailing party.

Orders placed with our suppliers cannot be cancelled, changed or put on hold, except with our approval and under terms that will indemnify us against loss.

Because the material ordered for this job is special in nature and ordered specifically for this for this project, it cannot be returned for credit.

Claims for shipment shortages and/or damage must be made in writing and delivered to John Pence BSI within 10 business days after delivery to jobsite.

We cannot be held liable for delays caused by strikes, acts of God, Terrorism, or other actions beyond our control.

We will replace items found to be defective under normal manufacturer's warranty upon written notice, however we will not be held liable for damages, delay or any claim for additional change involved by any other trade or user of the product.

Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is:

Contractor's State License Board
1020 N Street
Sacramento, CA 95814

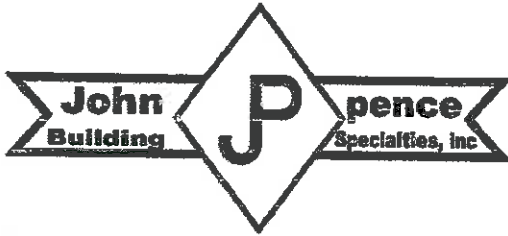
Respectfully Submitted,
Matt Whitecomb, President
John Pence Building Specialties, Inc.
535 South C St, Oxnard, CA 93030
Ph: (805) 642-8139
Fax: (805) 642-3712
CA Contractor's License # 403822

ACCEPTANCE:

John Pence Building Specialties, Inc. is hereby authorized to furnish all materials required to complete the work mentioned in proposal/contract above, for which we agree to pay the amount mentioned in said proposal/contract, and according to the terms stated thereof.

Accepted: _____ Date: _____

Printed Name: _____ Title: _____



JOHN PENCE BUILDING SPECIALTIES, INC.
535 SOUTH C ST. OXNARD, CA 93030
MAILING: PO BOX 7159, OXNARD, CA 93036
PHONE: 805.642.8139
FAX: 805.642.3712
E-MAIL: INFO@JPBSI.COM
LICENSE # 403822 B, C-61, D-34

PRELIMINARY LIEN & INSURANCE & JOB INFORMATION

PLEASE NOTE: ACCORDING TO CALIFORNIA STATE LICENSE BOARD, YOU ARE REQUIRED TO PROVIDE ACCURATE INFORMATION REGARDING; TENANT, OWNER, CONTRACTOR, LENDER AND BONDING INFORMATION. FAILURE TO DO SO IN A TIMELY MATTER CAN RESULT IN MATERIAL AND OR MANPOWER BEING DELAYED OR NON-ACCEPTANCE OF JOB.

X Urgent For Review Please Comment Please Reply Please Recycle

PROJECT NAME: WHITE BOARD INSTALLATION @ RIO DEL MAR ELEMENTARY SCHOOL

PROJECT ADDRESS: 3150 THAMES REVER DRIVE, OXNARD CA 93036

TENANT /SUBCONTRACTOR: N/A

ADDRESS, PH / FAX: N/A

PROPERTY OWNER: RIO SCHOOL DISTRICT

ADDRESS, PH / FAX: 2500 E. VINEYARD AVE, OXNARD CA. 93036

LENDER: N/A

ADDRESS, PH / FAX: N/A

GENERAL CONTRACTOR: N/A

ADDRESS, PH / FAX: N/A

PLEASE NOTE THE 1995 PRELIMINARY LIEN LAW AND MILLER ACT STATES THAT IF JOB BOND (not a license bond) IS REQUIRED BY THE GENERAL CONTRACTOR ON SAID JOB, THEN SUBCONTRACTOR IS REQUIRED TO NOTIFY BONDING COMPANY OF THEIR WORK ON SAID PROJECT, SO PLEASE FILL OUT THE FOLLOWING INFORMATION,

IF NO BOND IS REQUIRED PLEASE FILL IN "NONE":

BOND # NONE

BONDING COMPANY: _____

ADDRESS: _____

IF JOB IS A GOVERNMENT JOB PLEASE PROVIDE GOVERNMENT CONTRACT & PROJECT #, GOVERNMENT REPRESENTATIVE NAME AND ADDRESS.

11.19



Agenda Item: 11.19. Contract for Testing and Special Inspection Services

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: A contract with NV5 has been generated for testing and special inspection services for the fabrication and installation of five marque signs for Rio School District.

Rio Plaza Elementary School: \$4,487.50

Rio Real Elementary School: \$4,487.50

Rio Rosales Elementary School: \$4,487.50

Rio Vista Middle School: \$4,487.50

Rio Del Mar Elementary School: \$4,487.50

Financial Impact: Fiscal Impact: \$22,437.50

Funding Source: Bond

Comments:

Recommended Motion: Approve NV5's Contract for Rio Marque Sign Installations at 5 sites.

Attachments:
NV5 Contract



Reviewed & Approved

KL

10/9/15

Date
Proposal No: 2015.06.0200

October 7, 2015

Rio School District
2500 E. Vineyard Ave., #100
Oxnard, CA 93036

KRISTEN FORD, ASSISTANT SUPERINTENDENT

ATTENTION: Charlie Fichtner, Director of Main Operation & Transportation

SUBJECT: **Proposal for Materials Testing and Special Inspection Services for the Rio Marque Sign Installation at 5 Sites**

NV5 West is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

Rio Plaza Elementary School (DSA # 03-116310) (POLE MOUNT)

	Rate	Units	Total
Sr. Soils Technician (includes nuclear guage) - inspect caisson & bottom, electrical trench bottom & backfill	\$ 90.00 hr	10	\$ 900.00
Maximum Density - soil	\$ 175.00 ea	1	\$ 175.00
Maximum Density - base	\$ 195.00 ea	1	\$ 195.00
Geotechnical Engineer	\$ 155.00 hr	2	\$ 310.00
Concrete Batch Plant Inspection and follow truck to cast cylinders	\$ 90.00 hr	6	\$ 540.00
Concrete compression tests (5 cyls. per set @ \$20 ea.cylinder)	\$ 20.00 ea	5	\$ 100.00
Concrete cylinder pickup	\$ 7.50 ea	5	\$ 37.50
Reinforcing Steel Bend tests rebar	\$ 50.00 ea	2	\$ 100.00
Reinforcing Steel Tensile tests rebar	\$ 50.00 ea	2	\$ 100.00
Reinforcing steel sampling (2 hr. min.)	\$ 90.00 hr	2	\$ 180.00
Shop Welding Inspection (including mat. ID, obtain welder certs & WPS)	\$ 90.00 hr	8	\$ 720.00
Field Welding Inspection	\$ 90.00 hr	4	\$ 360.00
DSA 291 & 293 (LVR & GVR)	\$ 385.00 ea	2	\$ 770.00
SUBTOTAL:			\$ 4,487.50

Rio Real Elementary School (DSA #03-116335) (POLE MOUNT)

Sr. Soils Technician (includes nuclear guage) - inspect caisson & bottom, electrical trench bottom & backfill	\$ 90.00 hr	10	\$ 900.00
Maximum Density - soil	\$ 175.00 ea	1	\$ 175.00
Maximum Density - base	\$ 195.00 ea	1	\$ 195.00
Geotechnical Engineer	\$ 155.00 hr	2	\$ 310.00
Concrete Batch Plant Inspection and follow truck to cast cylinders	\$ 90.00 hr	6	\$ 540.00
Concrete compression tests (5 cyls. per set @ \$20 ea.cylinder)	\$ 20.00 ea	5	\$ 100.00
Concrete cylinder pickup	\$ 7.50 ea	5	\$ 37.50

PCL XL error
Error: ExtraData
Operator: ReadImage
Position: 382

11.20



Agenda Item: 11.20. Ratification of Commercial Warrant Register

Speaker: Marcia Nudd

Quick Summary / Abstract: Pursuant to Education Codes Sections 42632 & 42633, all payments from the funds of the district shall be made by written order of the Governing Board. The district provides all detailed listing of all payments made to the Governing Board for ratification and details as necessary.

The District processed payment to vendors since the last meeting of the Governing Board for a total amount of \$3,401,747.00 which included processing payments for all funds of the District in the following amounts:

Fund 010 - General Fund	\$1,961,095.27
Fund 130 - Cafeteria Fund	182,949.39
Fund 211 - Building Fund	790,652.39
Fund 251 - Capital Facilities-Res.	18,233.74
Fund 490 - Capital Projects Fund	449,776.64
Less Unpaid Sales Tax Liability	-960.43
Total	\$3,401,747.00

Financial Impact: \$3,401,747.00

Various Funds as listed above.

Recommended Motion: Approve the ratification of commercial warrant register.

Attachments:
Ratification of Commercial Warrant Register

Checks Dated 09/09/2015 through 10/12/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019309	09/10/2015	Rosa E. Navarro-Herrejon	010-5200		125.00
5009019310	09/10/2015	Margarita Mosqueda	010-5200		125.00
5009019311	09/10/2015	Aswell Trophy	010-4300		2,959.20
5009019312	09/10/2015	BARON INDUSTRIES	010-4300	691.75	
			010-5620	935.54	1,627.29
5009019313	09/10/2015	Bus West	010-4300		309.33
5009019314	09/10/2015	C & M AUTO TRUCK ELECTRIC	010-5610		320.00
5009019315	09/10/2015	CLASS LEASING, INC.	211-6201		3,220.00
5009019316	09/10/2015	COGGS TIRE SERVICE	010-4335	52.00	
			010-5610	17.30	69.30
5009019317	09/10/2015	Collaboration Solutions, Inc dba A+Interactive Technologies	211-4300		578.94
5009019318	09/10/2015	CREATIVE BUS SALES	010-4300		435.97
5009019319	09/10/2015	Dominos Pizza	130-4710		1,267.25
5009019320	09/10/2015	Driftwood Dairy	130-4710		4,484.22
5009019321	09/10/2015	DURBIANO FIRE EQUIPMENT, INC.	010-5620		1,160.50
5009019322	09/10/2015	Global Equity Communications	010-5800		5,720.00
5009019323	09/10/2015	Kimball Midwest	010-4300		697.89
5009019324	09/10/2015	MJP COMPUTERS	010-5800		356.64
5009019325	09/10/2015	Morris Inspection Company	211-6245		9,120.00
5009019326	09/10/2015	O'Reilly Auto Parts	010-4300		2,887.11
5009019327	09/10/2015	SAFETY-KLEEN, INC.	010-5800		285.36
5009019328	09/10/2015	SC Fuels	010-4300	1,405.95	
			010-4360	259.19	
			130-4300	176.92	1,842.06
5009019329	09/10/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		2,185.00
5009019330	09/10/2015	SYSCO VENTURA	130-4710		60,632.02
5009019331	09/10/2015	TAFT ELECTRIC	211-6275		2,490.36
5009019332	09/10/2015	THE BERRY MAN, INC.	130-4710		17,783.43
5009019333	09/10/2015	THYSSENKRUPP ELEVATOR	010-5800		389.00
5009019334	09/10/2015	Traffic Technologies, LLC	010-4300		345.60
5009019335	09/10/2015	Tubbs Bros.	010-5610		2,136.00
5009019336	09/10/2015	U.S. Bank Systems	Corporate Payment 010-4300	1,287.42	
			010-9510	27.95	1,315.37
5009019337	09/10/2015	VCOE	010-5800		17,397.92
5009019338	09/10/2015	Sunbelt Rentals	010-5630		135.99
5009019339	09/10/2015	STEVE ZOLOTAS PEST CONTROL	DBA WEST OAKS 010-5620		1,704.00
5009019340	09/10/2015	WINZER	010-4300		970.87
5009019341	09/14/2015	Gwen Thomas	010-9516		27.00
5009019342	09/14/2015	Jacqueline Jones	010-4300		132.89
5009019343	09/14/2015	Maria M. Hernandez	010-4300		26.98
5009019344	09/14/2015	Heather Parks	010-5800		208.15
5009019345	09/14/2015	Connie Diaz	130-5202		4.60
5009019346	09/14/2015	Mariela G. Plascencia	010-4300		232.59
5009019347	09/14/2015	Karen Shay	010-4300		300.00

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5009019348	09/14/2015	Alvin Nelson	010-5200		200.00
5009019349	09/14/2015	APPLIED BACKFLOW TECHNOLOGIES	010-5540		524.25
5009019350	09/14/2015	Aswell Trophy	010-4300	752.11	
			010-9510	199.80	951.91
5009019351	09/14/2015	TAYLOR PUBLISHING CO. dba BALFOUR	010-5800		8,727.45
5009019352	09/14/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		438.54
5009019353	09/14/2015	GIBBS INTERNATIONAL	010-5610		15,994.05
5009019354	09/14/2015	Golden State Alarms, Inc.	010-5610		1,413.08
5009019355	09/14/2015	GOPHER SPORTS	010-4300		2,487.17
5009019356	09/14/2015	GREATAMERICA FINANCIAL SVCS	010-5610		287.25
5009019357	09/14/2015	HARRIS WATER CONDITIONING	010-5540		56.64
5009019358	09/14/2015	JOHNSTONE SUPPLY	010-4300		66.73
5009019359	09/14/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		790.70
5009019360	09/14/2015	Lakeshore	010-4300	120.52	
			211-4300	1,178.34	
			251-4300	1,178.34	2,477.20
5009019361	09/14/2015	Ford Crdit Dept 67-434	130-7438	115.99	
			130-7439	530.95	646.94
5009019362	09/14/2015	OFFICE DEPOT	010-4300	30,322.84	
			010-4400	431.99	30,754.83
5009019363	09/14/2015	SERVICE PRO-FIRE PROTECTION, I	010-5620		187.50
5009019364	09/14/2015	THYSSENKRUPP ELEVATOR	010-5800		389.00
5009019365	09/14/2015	Tammy Van Fleet, PHD, BCBAD	010-5800		1,050.00
5009019366	09/14/2015	VCOE	010-5200		300.00
5009019367	09/15/2015	Jacob R. Waltrip	010-4300		565.49
5009019368	09/15/2015	Lacey Piper	130-5200		103.92
5009019369	09/15/2015	Archicecture for Education Incorporated	211-6101		67,283.22
5009019370	09/15/2015	AMAZON.COM CORPORATE CREDIT	010-4300		1,041.60
5009019371	09/15/2015	Apple Inc.	010-4300		12,482.52
5009019372	09/15/2015	BALFOUR BEATTY CONSTRUCTION	211-6272	53,280.00	
			251-5800	5,600.00	58,880.00
5009019373	09/15/2015	CASA PACIFICA	010-5800		1,824.00
5009019374	09/15/2015	CITY OF OXNARD	010-5540		4,505.64
5009019375	09/15/2015	COUNTY OF VENTURA GENERAL SERVICES AGENCY	130-5800		622.00
5009019376	09/15/2015	E J Harrison & Sons	010-5560		141.49
5009019377	09/15/2015	SOUTHERN CALIF. EDISON	010-5520		24,016.02
5009019378	09/15/2015	SOUTHERN CALIFORNIA EDISON	211-6275		301.05
5009019379	09/15/2015	THE GAS COMPANY	010-5530		275.18
5009019380	09/15/2015	Robert Guynn	010-5200		844.60
5009019381	09/15/2015	JBS International	010-5800		6,358.00
5009019382	09/15/2015	Julie Avnit	211-5800		4,830.00
5009019383	09/15/2015	KONICA MINOLTA PREMIER FINANCE	010-5612	2,437.56	
			130-5612	22.01	2,459.57
5009019384	09/15/2015	Learning Priority, Inc	010-5800		2,000.00
5009019385	09/15/2015	PARADISE CHEVROLET	010-6400		44,775.04
5009019386	09/15/2015	QUALITY PAVING, INC.	010-5610		7,750.00

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5009019387	09/15/2015	UNITED WATER CONSERVATION DIST.	010-5540		1,545.96
5009019388	09/15/2015	US BANK	251-5800		770.00
5009019389	09/17/2015	SISC FINANCE	010-9516	8,818.47	
			010-9534	467,145.00	
			010-9537	36,625.13	512,588.60
5009019390	09/17/2015	United of Omaha Life Ins. Co.	010-9534		306.36
5009019391	09/17/2015	Margarita Mosqueda	010-4300		90.48
5009019392	09/17/2015	Ignacio Murillo	010-5800		54.00
5009019393	09/17/2015	Lionel Carrizales	010-5200		184.69
5009019394	09/17/2015	Leann M. Guzik	010-4300		44.79
5009019395	09/17/2015	Robert Guynn	010-5200		53.71
5009019396	09/17/2015	Maria Gracia Ramirez	010-4300		4.32
5009019397	09/17/2015	Scott R. Barlow	010-4300		1,210.69
5009019398	09/17/2015	Jeannette D. Smith	010-4300		154.01
5009019399	09/17/2015	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	263,913.94	
			010-5800	7,500.00	271,413.94
5009019400	09/17/2015	BOYS & GIRLS CLUBS OF GREATER OXNARD & PORT HUENEME	010-5100	263,913.94	
			010-5800	7,500.00	271,413.94
5009019401	09/17/2015	C D W GOVERNMENT, INC.	010-4400		554.70
5009019402	09/17/2015	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		95.00
5009019403	09/17/2015	CULVER-NEWLIN, INC.	251-4300		9,185.40
5009019404	09/17/2015	FLINN SCIENTIFIC, INC.	010-4300		991.79
5009019405	09/17/2015	FOLLETT SCHOOL SOLUTIONS, INC.	010-4140	5,033.95	
			010-4300	17,680.92	
			010-5800	12,792.00	35,506.87
5009019406	09/17/2015	Hayes Graphics	010-5800		56.87
5009019407	09/17/2015	Lakeshore	010-4300		3,997.28
5009019408	09/17/2015	Mark It Place	010-4300		293.48
5009019409	09/17/2015	MCGRAW HILL	010-4300		7,379.66
5009019410	09/17/2015	MHS	010-4300		188.30
5009019411	09/17/2015	OFFICE DEPOT	010-4300	2,117.87	
			010-9510	208.17	2,326.04
5009019412	09/17/2015	TOLEDO PHYSICAL EDUCATION SUPPLY CO INC	010-4300	1,422.19	
			Unpaid Sales Tax	105.35-	1,316.84
5009019413	09/17/2015	Triumph Learning	010-4300		4,134.12
5009019414	09/17/2015	U.S. Bank Corporate Payment Systems	010-4300		1,601.90
5009019415	09/17/2015	Vendurance	010-5800		250.00
5009019416	09/17/2015	VIRCO	211-4300		14,776.06
5009019417	09/17/2015	WORTHINGTON DIRECT, INC.	211-4300		963.06
5009019418	09/21/2015	Zaida Farela	130-8634		129.10
5009019419	09/21/2015	Jacob R. Waltrip	010-4300		218.12
5009019420	09/21/2015	Jessica Zarate-Martinez	010-5200		30.82
5009019421	09/21/2015	Kayden Orozco	010-5800		40.00
5009019422	09/21/2015	Scott R. Barlow	010-4300		439.32

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5009019423	09/21/2015	Monica O. Rivera	010-5200		4.14
5009019424	09/21/2015	AMAZON.COM CORPORATE CREDIT	010-4300		851.65
5009019425	09/21/2015	Aswell Trophy	010-4300		91.75
5009019426	09/21/2015	Audiology Systems	010-5810		120.00
5009019427	09/21/2015	AXIOM, INC.	010-5800		2,000.00
5009019428	09/21/2015	BC Rincon Construction	211-6201		1,259.30
5009019429	09/21/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		55.23
5009019430	09/21/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		168.89
5009019431	09/21/2015	CASA PACIFICA	010-5800		420.00
5009019432	09/21/2015	C D W GOVERNMENT, INC.	010-4300	237.28	
			010-4400	4,230.44	4,467.72
5009019433	09/21/2015	E J Harrison & Sons	010-5560		3,297.42
5009019434	09/21/2015	Fix Painting	211-6202		97,163.50
5009019435	09/21/2015	HANDWRITING WITHOUT TEARS	010-4200		1,396.38
5009019436	09/21/2015	HARRIS WATER CONDITIONING	010-5540		48.75
5009019437	09/21/2015	Heinemann	010-4300		885.01
5009019438	09/21/2015	HERTZ FURNITURE SYSTEMS	490-4400		2,445.50
5009019439	09/21/2015	Blaine Kuten	010-5800		522.56
5009019440	09/21/2015	Marcus Lopez	010-5800		325.00
5009019441	09/21/2015	MIND Research Institute	010-5800		3,000.00
5009019442	09/21/2015	MULTIPLE MEASURES	010-5800		500.00
5009019443	09/21/2015	OFFICE DEPOT	010-4300		4,696.83
5009019444	09/21/2015	Pioneer Chemical Co	010-4325	530.36	
			010-4400	241.85	
			010-9320	2,584.93	3,357.14
5009019445	09/21/2015	PRINTECH	010-5612		3,556.25
5009019446	09/21/2015	SC Fuels	010-4300	1,104.33	
			010-4360	123.79	
			130-4300	50.12	1,278.24
5009019447	09/21/2015	School Services Of California	010-5800		2,760.00
5009019448	09/21/2015	Shiffier Equipment Sales	211-4400		6,708.60
5009019449	09/21/2015	USI	010-4300	184.53	
			010-4400	1,440.42	1,624.95
5009019450	09/21/2015	VCOE	010-4300		756.00
5009019451	09/21/2015	Velocity Truck Center	010-5620		3,397.60
5009019452	09/21/2015	Vex Robotics	010-4300	2,443.23	
			010-4400	1,377.37	3,820.60
5009019453	09/21/2015	VIRCO	211-4300		6,332.08
5009019454	09/21/2015	WORTHINGTON DIRECT, INC.	010-4300	1,889.79	
			211-4300	3,315.26	
			Unpaid Sales Tax	385.57-	4,819.48
5009019455	09/22/2015	Leif V. Lapiad	010-4300		283.00
5009019456	09/22/2015	Kayden Orozco	010-5800		57.00
5009019457	09/22/2015	BALFOUR BEATTY CONSTRUCTION	211-6272		54,120.00
5009019458	09/22/2015	CABE Ventura County Chapter Attn: Soledad Molinar	010-5200		600.00
5009019459	09/22/2015	CANNON SPORTS,INC	010-4300		497.16

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5009019460	09/22/2015	Color New Co	211-6202		77,805.00
5009019461	09/22/2015	Dominos Pizza	130-4710		300.63
5009019462	09/22/2015	Driftwood Dairy	130-4710		10,677.70
5009019463	09/22/2015	Harvest Santa Barbara	130-4710		2,423.00
5009019464	09/22/2015	Hoffman, Vance and Worthington	211-6120		7,000.00
5009019465	09/22/2015	JOHNSTONE SUPPLY	010-4300		30.36
5009019466	09/22/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		138.23
5009019467	09/22/2015	OFFICE DEPOT	010-4300	48.60-	
			010-9510	275.39	226.79
5009019468	09/22/2015	Office Depot Card Plan Dept 56-6601256930	010-4300		453.74
5009019469	09/22/2015	Omega Construction Co. Inc	211-6202		119,700.00
5009019470	09/22/2015	Oriental Trading Company, Inc.	010-4300		77.45
5009019471	09/22/2015	P & R Paper Supply Co., Inc.	130-9320		10,514.02
5009019472	09/22/2015	SC Fuels	010-4300	1,371.48	
			010-4360	109.80	1,481.28
5009019473	09/22/2015	SYSCO VENTURA	130-4710	38,896.15	
			130-9320	5,084.93	43,981.08
5009019474	09/22/2015	Tax Deferred Services Corporate Office Suite 209	010-9539		50,040.00
5009019475	09/22/2015	THE BERRY MAN, INC.	130-4710		18,772.36
5009019476	09/22/2015	VENTURA COUNTY SCHOOL BOARD ASSOCIATION	010-5300		150.00
5009019477	09/24/2015	DIV. OF THE STATE ARCHITECT	211-6220		1,108.70
5009019478	09/24/2015	FEDEX	010-5900		263.87
5009019479	09/24/2015	Godoy Studios	010-5800		1,800.00
5009019480	09/24/2015	KONICA MINOLTA PREMIER FINANCE	010-5612	5,490.85	
			130-5612	124.79	5,615.64
5009019481	09/24/2015	PRO-ED	010-4300	693.80	
			Unpaid Sales Tax	51.40-	642.40
5009019482	09/24/2015	PARADIGM HEALTHCARE SERVICES	010-5800		1,123.97
5009019483	09/24/2015	PERMA BOUND	010-4140	1,011.14	
			010-4200	29.75-	
			010-9510	626.60	1,607.99
5009019484	09/24/2015	PROGRESS PUBLICATIONS	010-4300		979.04
5009019485	09/24/2015	VENTURA REFRIGERATION SALES & SERVICE	130-5600		568.00
5009019486	09/28/2015	Adrienne M. Peralta	010-5200		41.40
5009019487	09/28/2015	Maria M. Hernandez	010-5200		207.00
5009019488	09/28/2015	Leann M. Guzik	010-4300		33.50
5009019489	09/28/2015	Lacey Piper	130-4300		179.82
5009019490	09/28/2015	Dana Mainzer	010-4300		347.56
5009019491	09/28/2015	Maria K. Story	010-4300		51.46
5009019492	09/28/2015	GUITAR CENTER	010-4300		85.60
5009019493	09/28/2015	KELLY PAPER STORE	010-4300		132.88
5009019494	09/28/2015	LIFETOUCH NSS	010-5800		1,750.00
5009019495	09/28/2015	Myers, Widders, Gibson, Jones	010-5802	12,494.49	
			251-5802	1,480.00	13,974.49

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5009019496	09/29/2015	PEARSON EDUCATION, INC.	010-4300		1,661.50
5009019497	09/29/2015	Apex General Contractor	211-6201		17,866.10
5009019498	09/29/2015	BC Rincon Construction	211-6201		943.83
5009019499	09/29/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		600.06
5009019500	09/29/2015	C.A.S.H.	010-5300		356.00
5009019501	09/29/2015	CDE/CASHIER'S OFFICE	130-9320		384.80
5009019502	09/29/2015	SASS/MESTMAKER INSURANCE	010-5450		135.00
5009019503	09/29/2015	City Of Oxnard-City Treasurer	010-5561		462.28
5009019504	09/29/2015	GIBBS INTERNATIONAL	010-5610		25,121.07
5009019505	09/29/2015	Hayes Graphics	010-5800		148.57
5009019506	09/29/2015	Kruger, Bensen, Ziemer, Architects, Inc.	211-6219		2,257.50
5009019507	09/29/2015	NV/5	211-6180		1,425.00
5009019508	09/29/2015	P & R Paper Supply Co., Inc.	130-9320		7,007.48
5009019509	09/29/2015	PACIFIC COAST SOUND AND COMMUNICATIONS, INC	490-6202		350.89
5009019510	09/29/2015	PEARSON ASSESSMENTS	010-4300		789.87
5009019511	09/29/2015	PEARSON DIGITAL LEARNING C/O NCS PEARSON, INC.	010-5800		43,782.70
5009019512	09/29/2015	NCS PEARSON INC. DBA PEARSON ASSESSMENTS	010-4140		19,615.00
5009019513	09/29/2015	PEARSON LEARNING GROUP	010-4140	9,707.26	
			010-4300	3,663.66	13,370.92
5009019514	09/29/2015	SC Fuels	010-4300	1,223.53	
			010-4360	180.58	
			130-4300	138.95	1,543.06
5009019515	09/29/2015	Skillpath Seminars	010-4300	67.80	
			010-5200	598.00	665.80
5009019516	09/29/2015	STEVENSON'S RESTAURANT EQUIP.	130-4400		1,345.18
5009019517	09/29/2015	SUN TRUST	490-7438	69,567.12	
			490-7439	221,864.13	291,431.25
5009019518	09/29/2015	VCOE	010-5804		94.00
5009019519	09/29/2015	Ventura Unified School Dist.	010-9510		79,619.00
5009019520	10/01/2015	Gilbert Acosta	010-3710		1,985.49
5009019521	10/01/2015	Marylou Almilli	010-3710		1,985.49
5009019522	10/01/2015	SALLY ALVARADO	010-3710		1,985.49
5009019523	10/01/2015	BARBARA ALVIDREZ	010-3710		1,985.49
5009019524	10/01/2015	Wayne Antrobus	010-3710		1,985.49
5009019525	10/01/2015	JUANITA BAETKE	010-3710		1,985.49
5009019526	10/01/2015	Sharon Bellman	010-3710		1,985.49
5009019527	10/01/2015	SHIRLEY BROWN	010-3710		1,985.49
5009019528	10/01/2015	Julie Burchmore	010-3710		1,985.49
5009019529	10/01/2015	Jonathan Castillo	010-3710		1,985.49
5009019530	10/01/2015	GAYLE COLEMAN	010-3710		1,985.49
5009019531	10/01/2015	John Cort	010-3710		1,985.49
5009019532	10/01/2015	Aria B Crane	010-3710		1,985.49
5009019533	10/01/2015	Kathleen Crowe	010-3710		1,985.49
5009019534	10/01/2015	David Davidson	010-3710		1,985.49

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5009019535	10/01/2015	LaVerne Edgar	010-3710		1,985.49
5009019536	10/01/2015	Catherine Espinoza	010-3710		1,985.49
5009019537	10/01/2015	Carolee Felch	010-3710		1,985.49
5009019538	10/01/2015	Jeanne Foster	010-3710		1,985.49
5009019539	10/01/2015	KATHLEEN FRANKLIN	010-3710		1,985.49
5009019540	10/01/2015	Susanne Frank	010-3710		1,985.49
5009019541	10/01/2015	Ruth Fraser	010-3710		1,985.49
5009019542	10/01/2015	JARREL FULLER	010-3710		1,985.49
5009019543	10/01/2015	Claudene Garmon	010-3710		1,985.49
5009019544	10/01/2015	Sharon Gibson	010-3710		1,985.49
5009019545	10/01/2015	Geoff Godfrey	010-3710		1,985.49
5009019546	10/01/2015	Maria L. Godinez	010-3710		1,985.49
5009019547	10/01/2015	Helene Gollub	010-3710		1,985.49
5009019548	10/01/2015	CAROLYN GRACE	010-3710		1,985.49
5009019549	10/01/2015	Susan Hamada	010-3710		1,985.49
5009019550	10/01/2015	Milton R. Harron	010-3710		1,985.49
5009019551	10/01/2015	Jean Keller	010-3710		1,985.49
5009019552	10/01/2015	Harold Kennedy	010-3710		1,985.49
5009019553	10/01/2015	Jo Ann Kennedy	010-3710		1,985.49
5009019554	10/01/2015	Georgla Kerns	010-3710		1,985.49
5009019555	10/01/2015	Meredith Kruger	010-3710		1,985.49
5009019556	10/01/2015	RENEE LANE	010-3710		1,985.49
5009019557	10/01/2015	Christina Leonard	010-3710		1,985.49
5009019558	10/01/2015	CONNIE LOMELI	010-3710		1,985.49
5009019559	10/01/2015	BEN LUCE	010-3710		1,985.49
5009019560	10/01/2015	Marcia Marino	010-3710		1,985.49
5009019561	10/01/2015	Shirley McCafferty	010-3710		1,985.49
5009019562	10/01/2015	Virginia Nedeleff	010-3710		1,985.49
5009019563	10/01/2015	Phil Otero	010-3710		1,985.49
5009019564	10/01/2015	RUDY PALAZUELOS	010-3710		2,637.49
5009019565	10/01/2015	YVONNE RAILEY	010-3710		1,985.49
5009019566	10/01/2015	Jose Rodriguez	010-3710		1,985.49
5009019567	10/01/2015	Darlene Serros	010-3710		1,985.49
5009019568	10/01/2015	Linda Shaffer	010-3710		1,985.49
5009019569	10/01/2015	Andrea Shaub	010-3710		1,985.49
5009019570	10/01/2015	John Sherk	010-3710	1,983.51	
			010-5800	725.88	2,709.39
5009019571	10/01/2015	LYNN SILVIERA	010-3710		2,637.49
5009019572	10/01/2015	CAROL SPRACKLEN	010-3710		1,985.49
5009019573	10/01/2015	BEVERLY STARK	010-3710		1,985.49
5009019574	10/01/2015	ROY SWICKARD	010-3710		1,985.49
5009019575	10/01/2015	Virginia Swickard	010-3710		1,985.49
5009019576	10/01/2015	Eleanor Syrett	010-3710		1,985.49
5009019577	10/01/2015	Sue Thomas	010-3710		1,985.49
5009019578	10/01/2015	HELEN TORRES	010-3710		1,985.49
5009019579	10/01/2015	Kathy Vargeson	010-3710		1,985.49
5009019580	10/01/2015	Lenora Weinerth	010-3710		1,985.49

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Checks Dated 09/09/2015 through 10/12/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019581	10/01/2015	Darylene Williams	010-3710		1,985.49
5009019582	10/01/2015	MAYA LAZOS	010-5800		100.44
5009019583	10/01/2015	Aswell Trophy	010-4300		43.20
5009019584	10/01/2015	Moniqe Dalia Ayala	010-5800		47.84
5009019585	10/01/2015	Big Ceramic Store	010-4300		337.00
5009019586	10/01/2015	Californina School Inspections	010-5800		2,800.00
5009019587	10/01/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		549.21
5009019588	10/01/2015	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-5200		600.00
5009019589	10/01/2015	CITY OF OXNARD RECREATION & COMMUNITY SERVICES	010-5800		180.00
5009019590	10/01/2015	THE GAS COMPANY	211-6140		2,671.70
5009019591	10/01/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		849.88
5009019592	10/01/2015	NICKY'S COMMUNICATOR	010-4300	434.70	
			Unpaid Sales Tax	32.20-	402.50
5009019593	10/01/2015	NYELAND ACRES WATER COMPANY	010-5540		306.28
5009019594	10/01/2015	PERMA BOUND	010-4200		9,658.55
5009019595	10/01/2015	POSITIVE PROMOTIONS	010-4300	225.24	
			Unpaid Sales Tax	16.69-	208.55
5009019596	10/01/2015	REALLY GOOD STUFF, INC.	010-4300	544.67	
			Unpaid Sales Tax	34.07-	510.60
5009019597	10/01/2015	Santillana USA	010-4300		2,563.86
5009019598	10/01/2015	SCHOOL NURSE SUPPLY, INC.	010-4300		3,787.08
5009019599	10/01/2015	SCHOOL SPECIALTY	010-4300	467.32	
			211-4300	579.22	
			211-4400	1,178.41	2,224.95
5009019600	10/01/2015	SETON IDENTIFICATION PRODUCTS	010-4300	1,676.75	
			Unpaid Sales Tax	119.80-	1,556.95
5009019601	10/01/2015	SCHOOL SPECIALTY	010-4300		1,329.79
5009019602	10/01/2015	Starfall Education	010-4300		270.00
5009019603	10/01/2015	AMERICAN LEGACY PUBLISHING	Cancelled		1,626.08
	Cancelled on 10/07/2015				
5009019604	10/01/2015	SUPER DUPER PUBLICATIONS	010-4300	374.39	
			Unpaid Sales Tax	27.74-	346.65
5009019605	10/01/2015	Tammy Van Fleet, PHD, BCBAD	010-5800		2,475.00
5009019606	10/01/2015	VARGAS SIGNS	010-4300		1,375.00
5009019607	10/05/2015	Jacob R. Waltrip	010-4300		144.95
5009019608	10/05/2015	Dulce M. Heller	130-5200		116.15
5009019609	10/05/2015	Jacquelyn Fonseca	010-5200		60.21
5009019610	10/05/2015	Pamela Waltmann	010-5200		25.02
5009019611	10/05/2015	Jane Guynn	010-4300		190.65
5009019612	10/05/2015	AnaLaura Orozco	010-5200		4.75
5009019613	10/05/2015	Gertraud Tomlinson	010-4300		94.58
5009019614	10/05/2015	Archictecture for Education Incorporated	211-6101	24,336.27	
			211-6219	140,727.28	
			211-9510	.83	165,064.38
5009019615	10/05/2015	California Lutheran UniversityCRLP	010-4300		6,450.00
5009019616	10/05/2015	Copy Court	010-9320		1,000.00

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Checks Dated 09/09/2015 through 10/12/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019617	10/05/2015	University of CA, Davis	010-5200		1,434.00
5009019618	10/05/2015	Fry's Electronics customer	010-4300		1,132.76
5009019619	10/05/2015	Green EconoME	010-6202		4,000.00
5009019620	10/05/2015	Jive Communications	010-5800		123.45
5009019621	10/05/2015	Julie Avnit	211-5800		2,800.00
5009019622	10/05/2015	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		1,520.90
5009019623	10/05/2015	Lakeshore	010-4300		26.59
5009019624	10/05/2015	MJP COMPUTERS	010-4400	460.70	
			211-4300	62,160.00	62,620.70
5009019625	10/05/2015	MyBinding.com	010-4300	157.44	
			010-5800	725.30	882.74
5009019626	10/05/2015	SCHOLASTIC BOOK CLUBS, INC.	010-4300		3,820.02
5009019627	10/05/2015	Scholastic Inc.	010-4300		920.70
5009019628	10/05/2015	School Datebooks, Inc.	010-4300		2,151.59
5009019629	10/05/2015	School Datebooks, Inc.	010-4300		2,166.15
5009019630	10/05/2015	Southwest School & Office Supply	010-4300	5,867.78	
			010-9320	7,306.36	13,174.14
5009019631	10/05/2015	SOUTHWEST SCHOOL & SUPPLY OFFICE	010-4300		386.14
5009019632	10/05/2015	Studies Weekly	010-4300	1,756.17	
			Unpaid Sales Tax	130.09-	1,626.08
5009019633	10/05/2015	SUN TRUST	490-7438	30,619.86	
			490-7439	124,929.14	155,549.00
5009019634	10/05/2015	Team Viewer GmbH co TeamViewer Inc.	010-5800		3,788.60
5009019635	10/05/2015	UPS FREIGHT	010-5800		90.00
5009019636	10/05/2015	Ward's Natural Science	010-4300		23.70
5009019637	10/06/2015	Jacob R. Waltrip	010-4300	193.74	
			010-5200	80.00	273.74
5009019638	10/06/2015	Russell Young	010-5800		54.00
5009019639	10/06/2015	Scott R. Barlow	010-4300		13.30
5009019640	10/06/2015	ANTONIO L. MONTES DBA 101 AUTO UPHOLSTERY	010-5610		250.00
5009019641	10/06/2015	4imprint, Inc.	010-4300	763.77	
			Unpaid Sales Tax	57.52-	706.25
5009019642	10/06/2015	AMB MOBILE TRUCK REPAIR, LLC	010-5620		170.00
5009019643	10/06/2015	Amerigas	010-4300	59.93	
			130-4300	59.93	119.86
5009019644	10/06/2015	ARC	251-5800		20.00
5009019645	10/06/2015	Aswell Trophy	010-4300		213.84
5009019646	10/06/2015	BARON INDUSTRIES	010-4300		533.51
5009019647	10/06/2015	C & M AUTO TRUCK ELECTRIC	010-5610		772.95
5009019648	10/06/2015	COGGS TIRE SERVICE	010-5610		50.75
5009019649	10/06/2015	CUNNINGHAM RADIATOR	010-4300		130.00
5009019650	10/06/2015	Global Equity Communications	010-5800		4,127.50
5009019651	10/06/2015	Hank Wadsworth	010-5800		1,101.54
5009019652	10/06/2015	Blaine Kuten	010-5800		567.47
5009019653	10/06/2015	Learning Priority, Inc	010-5800		2,000.00

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Checks Dated 09/09/2015 through 10/12/2015					
Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
5009019654	10/06/2015	Sam's Club Direct	010-4300	1,495.87	
			010-4325	106.72	
			010-9320	334.80	
			130-4300	375.91	2,313.10
5009019655	10/06/2015	SC Fuels	010-4300	1,741.00	
			010-4360	155.85	
			130-4300	41.49	1,938.34
5009019656	10/06/2015	UPS FREIGHT	211-5800		65.00
5009019657	10/06/2015	Dr. Elizabeth Yeager	010-5800		1,687.50
5009019658	10/08/2015	Joanne Davidson	010-4300		84.55
5009019659	10/08/2015	ALLIED STORAGE CONTAINERS	010-4400		3,544.56
5009019660	10/08/2015	APPLIED BACKFLOW TECHNOLOGIES	010-5540		790.25
5009019661	10/08/2015	Assistance League School	010-5800		6,760.00
5009019662	10/08/2015	AT&T	010-5900	69.71	
			130-5900	15.57	85.28
5009019663	10/08/2015	AT&T	010-5900		301.69
5009019664	10/08/2015	California Lutheran UniversityCRLP	010-5800		2,025.00
5009019665	10/08/2015	CANON BUSINESS SOLUTIONS, INC.	010-5612		845.72
5009019666	10/08/2015	Ralph Cardova	010-5800		620.00
5009019667	10/08/2015	CITY OF OXNARD	010-5540		5,069.33
5009019668	10/08/2015	Copy Court	010-4300		53.91
5009019669	10/08/2015	Decision Insite	010-5800		3,497.00
5009019670	10/08/2015	Dolinka Group	010-5800		6,000.00
5009019671	10/08/2015	SOUTHERN CALIF. EDISON	010-5520		40,870.86
5009019672	10/08/2015	Ewing Irrigation Products Inc	010-4360		1,084.31
5009019673	10/08/2015	THE GAS COMPANY	010-5530		1,027.42
5009019674	10/08/2015	Golden State Alarms, Inc.	010-5610		663.30
5009019675	10/08/2015	GREATAMERICA FINANCIAL SVCS	010-5610		287.25
5009019676	10/08/2015	HARRIS WATER CONDITIONING	010-5540		72.57
5009019677	10/08/2015	KONICA MINOLTA PREMIER FINANCE	010-5612		790.70
5009019678	10/08/2015	OXNARD ELEM SCHOOL DISTRICT	010-7141		2,288.70
5009019679	10/08/2015	PASSAGEWAY, INC.	010-5800		6,178.14
5009019680	10/08/2015	RIO PLAZA WATER COMPANY	010-5540		2,171.52
			010-4300	762.17	
			010-5800	1,756.30	
			010-8699	14.75	
5009019682	10/08/2015	Sam's Club Direct	211-5800	1,107.78	3,641.00
			010-4300	114.92	
5009019683	10/08/2015	Zaner-Bloser Ed. Publishers	010-5800	219.56	334.48
			010-4300		1,758.37
			Total Number of Checks	375	3,403,373.08

	Count	Amount
Cancel	1	1,626.08
Net Issue		<u>3,401,747.00</u>

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Checks Dated 09/09/2015 through 10/12/2015

Check Number	Check Date	Pay to the Order of	Fund Object	Expensed Amount	Check Amount
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Fund Summary

Fund	Description	Check Count	Expensed Amount
010	General Fund	319	1,961,095.27
130	Cafeteria Fund	30	182,949.39
211	Building Fund	32	790,652.39
251	CAPITAL FACILITIES - RESIDENTI	6	18,233.74
490	Capital Projects Fund for Blen	4	449,776.64
Total Number of Checks		374	3,402,707.43
Less Unpaid Sales Tax Liability			960.43-
Net (Check Amount)			<u>3,401,747.00</u>

The preceding Checks have been issued in accordance with the District's Policy and authorization of the Board of Trustees. It is recommended that the preceding Checks be approved.

ESCAPE 

11.21



Agenda Item: 11.21. Installation of Security Cameras on School Busses

Speaker: Kristen Pifko

**Quick Summary /
Abstract:**

Rationale: In order to safeguard the district and its employees, the district would like to install cameras on their buses. Installation of bus cameras will document what occurs on each bus. The Safety Committee approved this expense not to exceed \$29,000 in January 2009.

Three quotes from SEON, Pro-Vision and Creative Bus Sales, have been accepted for the installation of cameras on twelve Rio School District buses. The Director of Maintenance, Operations and Technology met with all three vendors and determined SEON to be the best choice. The Director spoke with other school districts and the SEON system came highly recommended.

Financial Impact: Fiscal Impact: \$25,984.00

Funding Source: Safety

Recommended Motion: Accept proposal from SEON.

Attachments:
SEON Proposal

PREPARED FOR:
 Charlie Fichtner
 Director of Facilities
 (805) 983-1329
 cfichtner@rioschools.org

PREPARED BY:
 Kevin Elsom
 Inside Sales

SOLD TO DETAIL
 Rio School District
 2500 EastVineyard Rd.
 Oxnard, California
 93036

BILLING DETAILS
 Rio School District
 2500 EastVineyard Rd.
 Oxnard, California
 93036

SHIPPING DETAILS
 Rio School District
 2500 EastVineyard Rd.
 Oxnard, California
 93036

Corporate Office: 1.877.630.7366
 Unit 111, 3B Burbidge Street
 Coquitlam, BC V3K 7B2
 kevin.elsom@seon.com

DVR

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
12	TLHD1P20H320G Trooper TL-HD 5 channel (1 HD video, 4 analog video/audio channels), security front cover with lock set, mounting bracket, power harness, 320GB hard drive	\$952.00	\$11,424.00
12	WT1D20S20G4 Trooper TL & TL-HD and Explorer TX8 wiring bundle with adapter harness, diagnostic indicator/alarm button cable 20 ft., five signal input 20 ft., GPS4 receiver magnetic mount 20 ft.	\$156.00	\$1,872.00

Cameras

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
24	CQ903A20 Integrated IR Dome Day/Night 600TVL camera, audio, 2.9mm lens, 20 ft. harness	\$188.00	\$4,512.00
12	CQ903A50 Integrated IR Dome Day/Night 600TVL camera, audio, 2.9mm lens, 50 ft. harness Front < Rear; Driver < Step	\$213.00	\$2,556.00

Accessories

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
1	HDD-STB-LMK Software kit Includes: vMax View Software, mouse, 5.6 inch monitor, HDD USB docking station and single HDD adapter, BNC F-RCA adapter. Only one required per fleet.	580.00	\$580.00

Professional Services

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
12	INST-CAMSYS Installation TL/TX/DX DVR with one CQ/CJ camera/GPS and Signals	\$250.00	\$3,000.00
36	INST-INTCAM Installation CQ/CJ cameras	\$50.00	\$1,800.00

Freight

<u>Qty</u>	<u>Description</u>	<u>Unit Price</u>	<u>Qty Price</u>
12	FRGT-TL-WG Freight, FedEx Ground, TL System	\$20.00	\$240.00

Grand Total:

\$25,984.00

All purchases must be confirmed with an authorized signature from the purchaser; company issued purchase orders should be provided for all purchases exceeding \$10,000.00 (in addition to authorized proposal). Any purchases that are exempt from sales taxes must be accompanied by a tax exemption and/or resellers certificate.

By signing below I confirm that I have read and understand the provided proposal and that all information, including billing and shipping details is correct.

PO# _____ Date: _____

Name: _____ Title: _____

Signature: _____

Comments: _____

Seon Comments & Terms:

Proposed installation prices are based on all vehicles being present and available, in a single location, at the time of scheduled installation. Any offsite installation work or the requirement to return to the site at a later date are subject to additional fees including labor and associated travel costs. Please contact your Sales Executive should you have any questions.

This quote is valid for up to 60 days & payment terms Net 30. All sales are final. A restocking fee of 20% will apply for any product returns and/or exchanges requested after initial shipment of the product. Note that product returns and/or exchanges will only be accepted for new, unused product that is within the original, unopened packaging. Please contact your Sales Executive should you have any questions.

Thank you for the opportunity to provide a Proposal for your mobile surveillance and fleet management needs. We trust this customized solution will help you meet your goals for passenger and driver safety and security.

Please feel free to contact me directly at 1.877.630.7366 if you have any questions or concerns. We look forward to partnering with you.

Best regards,

Kevin Elsom
Inside Sales
1.877.630.7366 | kevin.elsom@seon.com

Seon Design Inc. ® Product Warranty

Seon Design Inc. ("Seon") warrants the cameras and components listed below against defects in workmanship and materials provided that such defects appear or are discovered within the respective periods specified below and provided further that the purchaser of such products notifies Seon of such defects in writing within thirty (30) days of the appearance or discovery of such defects:

- Three (3) years from date of purchase, parts and repair labor on all Cameras
- Three (3) years from date of purchase, parts and repair labor on the Explorer® Premier, DX, TX, EX, MX, and Trooper® TL series mobile DVR Systems
- Three (3) years from date of purchase, parts and repair labor on all storage media (including hard drives)
- One (1) year from date of purchase, parts and repair labor on the Smart Reach® Wireless systems and other Wireless products
- One (1) year from date of purchase, parts and repair labor on the VML Controller, Student Tracking RFID reader, and other vMax Live Plus hardware products
- One (1) year from date of purchase, parts and repair labor on all other products and accessories

If Seon repairs any camera or component which is out of warranty Seon warrants such repaired cameras or components against defects in workmanship and materials provided that such defects appear or are discovered within 90 days from date of shipment of such repaired camera or component to customer by Seon and provided further that the purchaser of such products notifies Seon of such defects within thirty (30) days of the appearance or discovery of such defects.

Subject to the terms and conditions listed below, during the relevant warranty period, Seon will repair, replace, or refund the purchase price for the defective product, whichever Seon considers to be appropriate in the circumstances, in Seon's sole and arbitrary opinion, free of charge, any defective products returned prepaid. In the event purchaser has a problem with any Seon product, please call and request a RETURN AUTHORIZATION (RA) NUMBER from the Service Department. Please call 877-630-7366 or (604) 941-0880 and ask for the Service Department. Be sure to have the model number, serial number and the nature of the problem available for the customer service representative. Prior authorization **MUST** be obtained for all returns, exchanges, or credits. **ITEMS SHIPPED TO SEON WITHOUT A CLEARLY IDENTIFIED RA NUMBER MAY BE REFUSED.**

Products returned will be tested to verify for possible defects. Upon verification of a defect, the product will be repaired or exchanged, or the purchase price will be refunded or credited to the customer's account, at the sole option of Seon. In the event of replacement, the returned product will be credited to the customer's account and a new invoice issued for the replacement item. Seon reserves the right to refund the purchase price or to issue a credit only in lieu of replacement. Seon may use new or refurbished replacement parts for repairing its products, at its sole and arbitrary discretion. Seon may replace an entire unit with an equivalent model, at its sole and arbitrary discretion. If a unit is exchanged, the returned product shall become the property of Seon and the exchange product becomes the property of the purchaser, and the remainder of the warranty that applied to the original unit purchased shall apply to the exchanged product. Exchange units may be new units, or units that have been repaired to full factory specifications, at Seon's discretion. If the product is found to be in good working order or its inability to function properly is not covered by this warranty, the product will be returned in the same condition as received unless repair is possible and requested by the customer. Repairs of such nature will incur a charge for parts and labor and will proceed only by agreement with the customer to accept the charge.

ADVANCE REPLACEMENTS

If there is a defect in workmanship or materials covered by this warranty in a camera, recorder or component and customer notifies Seon of such within sixty (60) days of:

(a) the date of installation of such product if the installation of such product was done by Seon; or

(b) if Seon did not install the product, of the date of shipment of the product to the customer by Seon,

and the customer requests advance replacement of such product by Seon, Seon will replace such product without charge in advance of return of such product by customer to Seon provided that if customer has not returned the defective product to Seon within sixty (60) days of the date of shipment by Seon of the advance replacement then Seon will invoice the customer for the purchase price of the advance replacement product including shipping costs and any taxes, duties or other charges related to the advance replacement and the customer shall pay to Seon the amount invoiced within 30 days of receipt of invoice, or if the customer has a written agreement with Seon regarding credit terms, then the customer shall pay the amount invoiced in accordance with the agreed upon credit terms:

This warranty shall not apply:

(a) to equipment not supplied by Seon;

(b) to computer equipment supplied by Seon (such as monitors, printers, servers and laptops) not manufactured by Seon. The customer must contact original manufacturer of such equipment for warranty terms and service;

(c) to equipment, including, any components, which shall have been operated in excess of rated capacity, subject to negligence, accident, or damage by circumstances beyond Seon's control, or to improper installation, operation, maintenance, servicing, alterations or storage, modification without Seon's written authorization, misuse, vandalism, fire, floods or acts of nature so as, in Seon's exclusive and arbitrary judgment, to affect the same adversely;

(d) to equipment that is installed utilizing installation products not supplied by Seon;

(e) if the warranty seal on the DVR has been broken or tampered with;

(f) if the serial number for the product has been altered in any way; or

(g) if the product has been operated outside of the specified Operating Environment specified in the Seon User's Manual for such product, or

(h) to cover any costs incurred by the customer for the removal of defective cameras or components or of non-defective cameras or components, or for the installation of repaired cameras or components or for the reinstallation of non-defective cameras or components, all of which are for the account of the customer.

Disclaimer

THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SEON EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, DURABILITY OR FITNESS FOR PURPOSE AND ANY WARRANTIES OR MODIFIED WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING.

Any description of the goods or services, whether in writing or made orally by Seon or Seon's agents, specifications, samples, models, bulletins, drawings, diagrams, engineering sheets or similar materials used in connection with customer's order are for the sole purpose of identifying the goods

Product Warranty

and/or services and shall not be construed as an express warranty. Any suggestions by Seon or Seon's agents regarding use, applications or suitability of the goods and/or services shall not be construed as an express warranty unless confirmed to be such in writing by Seon.

Purchaser assumes full responsibility for selecting products to achieve purchaser's intended purposes, for properly installing and using those products, and for verifying the results obtained therefrom.

PURCHASER'S EXCLUSIVE REMEDY AND SEON'S ENTIRE LIABILITY ARISING FROM OR IN CONNECTION WITH PURCHASER'S USE OF THE PRODUCTS AND/OR THIS AGREEMENT SHALL BE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS, OR REFUND OR CREDIT OF THE PURCHASE PRICE OF THE PRODUCTS AS SET FORTH ABOVE. SEON SHALL NOT BE SUBJECT TO AND DISCLAIMS: (A) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE, AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO GOODS SOLD OR SERVICES RENDERED BY SEON, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATING THERETO; AND (C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER, EVEN IF SEON HAS BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the generality of the foregoing, Seon specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of goods or any associated equipment, cost of capital, cost of substitute goods, facilities or services, down-time, shut-down or slow-down costs, or for any other types of economic loss, and for claims of customer's customers or any third party for any such damages. Some jurisdictions do not allow limitation or exclusion of incidental or consequential damages, so this limitation or exclusion may not apply to purchaser. In no event shall Seon's total liability for any damages to purchaser or any other person in connection with the products or this agreement exceed the lower of the suggested list price or the actual price paid for the products, regardless of whether such liability arises from contract, tort, warranty or any other form of claim. If any provision of this agreement is found to be void, invalid, or unenforceable, that finding shall not affect the remaining provisions, all of which shall be enforced to the full extent permitted by law. If any remedy hereunder is determined to have failed of its essential purpose, the limitations of liability and exclusion of damages set forth above shall remain in full force and effect. This agreement may be modified only by a writing signed by a duly authorized representative of Seon.

Provisions Applicable to American Customers

For those customers whose mailing address is in the United States, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the State of WASHINGTON without giving effect to the conflict of laws rules thereof. The Superior Court of Washington for Whatcom County and U.S. District Court for the Western District of Washington (the "U.S. Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. Customer specifically consents to such Court's exercise of jurisdiction over it. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the U.S. Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the U.S. Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply.

Provisions Applicable to Canadian Customers

For those customers whose mailing address is in Canada, Seon's offer and any agreement of sale resulting therefrom shall be governed by and construed in accordance with the internal and domestic laws of the Province of BRITISH COLUMBIA and the laws of Canada applicable therein without giving effect to the conflict of laws rules thereof. The courts of British Columbia (the "Canadian Closed Courts") shall have exclusive jurisdiction to entertain and determine all disputes and claims, whether for specific performance, injunction, declaration or otherwise arising out of or in any way connected with the construction, breach, or alleged, threatened or anticipated breach of the contract resulting from this offer and shall have jurisdiction to hear and determine all questions as to the validity, existence or enforceability thereof. The purchaser attorns to the exclusive jurisdictions of the jurisdiction of the Canadian Closed Courts, waives any obligation to venue in any action or proceeding regarding Seon Products and waives any objection that the Canadian Closed Courts are an inconvenient forum or do not have jurisdiction over the purchaser of Seon. The United Nations Convention On Contracts For The International Sale Of Goods shall not apply. The information contained herein is subject to change without notice.

Extended Warranty for Certain Products

The following extended warranty ("Extended Warranty") provisions apply to products ("Extended Warranty Products") in respect of which the customer has purchased the Extended Warranty as a separate product from Seon. If any provisions of the Extended Warranty conflict or are inconsistent with the provisions of the basic warranty set forth above, the provisions of the Extended Warranty shall govern.

Seon warrants the Extended Warranty Products against defects in workmanship and materials provided that such defects appear or are discovered within the extended warranty period set forth in the applicable warranty purchased by the customer and provided further that the purchaser of such products notifies Seon of such defects within 30 days of the appearance or discovery of such defects.

Under the Extended Warranty:

- (a) Seon will provide repairs to the Extended Warranty Product at no extra charge during the Extended Warranty period;
- (b) normal wear and tear IS covered, including replacement of hard drives if necessary;
- (c) the parts and repair labor required to complete all warranted repairs are included;
- (d) Seon will arrange and pay the cost of ground freight between customer's location and the Seon U.S.A. service facility (or such other location) as is designated by Seon in the relevant Return Material Authorization issued by Seon in respect of such Extended Warranty Product; and
- (e) Seon will pay freight, brokerage and duty costs to bring the goods to Canada, if required, in the sole and arbitrary opinion of Seon.

In addition to the telephone numbers provided above for reporting a warranty matter, purchasers of Extended Warranty products may report warranty matters by e-mail to Seon at: service@seon.com.

The purchaser reporting an Extended Warranty issue may request Seon to arrange for pick-up of the Extended Warranty Products and shall provide information as to the number of parcels and shall request a RETURN AUTHORIZATION (RA) NUMBER.

Seon will only be responsible for the cost of ground freight. Any additional costs for express modes of freight will be paid by the purchaser of the Extended Warranty Product. Advance replacements will not be provided.

A renewal or extension of the Extended Warranty is not automatic and will only be offered at the sole discretion of Seon and must be verified by Seon in writing. 740-0009 R008 © 2013 All Rights Reserved 3 EN700117

11.22



- Agenda Item:** 11.22. eRate Request for Additional Bandwidth
- Speaker:** Mike Vollmert, Ed.D.
- Quick Summary / Abstract:** The current maximum bandwidth for the District's internet access is 500MB. Staff is recommending this be upgraded to 1GB by using eRate and California Teleconnect Funds discounts.
- Rationale:** Rio School District benefits with substantial discounts of 80 - 90% by utilizing the eRate process for internet access. The District's current bandwidth is 500 MB, which is a current "bottle-neck" in the network when students and staff are making full utilization of internet resources. Staff recommends that the District submit a Request for Proposal through the federal eRate program, by submitting a Form 470 request to obtain pricing proposals for 1GB of bandwidth..
- Requesting proposals does not require the District to accept any proposal submitted by vendors, and does not obligate the district to purchase - that decision can be made upon receipt of proposals at a future Board meeting.
- Financial Impact:** None at this time. Pricing and potential future impact are dependent on receiving proposals and a subsequent Board decision.
- Recommended Motion:** Approve the recommendation to submit an eRate Form 470 Request for proposals to upgrade district internet bandwidth to 1GB.
- Attachments:**

11.23

- Agenda Item:** 11.23. Request for Proposal - District Internal Connections Upgrade to 10GB
- Speaker:** Mike Vollmert, Director of Technology
- Quick Summary / Abstract:** Part of the technology recommendations related to Measure G improvements is upgrading the District network from 1GB to 10GB. To accomplish this there are two parts to the project - replace the aging 1GB switches currently in use with new 10GB switches, and upgrade the fiber optic connections between the District Office and each school site from 1GB to 10GB. Each of these parts is done by releasing a Request for Proposal through the eRate process, allowing the District to benefit from significant discounts for the purchase of the switches and fiber optic transceivers necessary to do the upgrade.
- Rationale:** The District network currently operates at 1GB. With the number of student and staff devices, surveillance video cameras, upcoming Voice Over IP phone system, and other networked devices being utilized by staff and students, there is a need to upgrade the network to 10GB to afford adequate internal bandwidth for the traffic. This upgrade is part of the proposed improvements in technology related to the Measure G initiative.
- In order to upgrade the network, there are two components. First, the switches that control network traffic at the sites and the district office need to be replaced. Second, the fiber optic connections between the school sites and the District Office need to be upgraded from 1GB to 10GB. This entails two Requests for Proposal, done utilizing the eRate process, which affords the District the opportunity to benefit from significant discounts on the cost of the equipment and the fiber optic upgrades.
- By releasing the RFPs, the District is under no obligation to purchase, and is not required to accept any subsequent bids. That decision can be made by the Board at a subsequent meeting.
- Financial Impact:** None at this time. Financial impact should a decision to purchase be made will be based on an accepted bid proposal at a future board meeting.
- Recommended Motion:** Approve the proposal to release a Request for Proposal to purchase switches and to upgrade the fiber connections between sites and the district office necessary to upgrade the network from 1GB to 10GB.
- Attachments:**
Fiber Optic Upgrade RFP
RFPswitches



SCHOOL DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

2500 Vineyard Ave.
Oxnard, CA 93036
(805) 485-3111

REQUEST FOR PROPOSAL HIGH SPEED DATA FIBER OPTIC NETWORK

October 26, 2015

REQUEST FOR PROPOSALS

<i>PROCUREMENT TIMELINE</i>	
470 NUMBER	TBD
RFP ISSUED :	10-26-15
PUBLICLY ADVERTISED:	TBD
REQUEST FOR INFORMATION DEADLINE	11-23-15
PROPOSAL DEADLINE:	12-8-15
VENDOR SELECTION:	JANUARY
PROJECT START DATE:	PENDING FUNDING APPROVAL
PROJECT INSTALLATION COMPLETE:	JULY 1, 2016

INTRODUCTION:

Rio School District (RSD) is requesting proposals for services to provide a high-speed Wide Area Network (WAN) solution that will allow for reliable and secure transmissions of voice, data and video. RSD is seeking managed fiber optic network services that will connect all school sites to the District Office. This service will use fiber optic cables and provide bandwidth of 10 Gbps from each existing school to the District Office, and provide pricing consideration for two potential future school sites. The service provider will hand-off a minimum concurrent 10 GB connection between each school site and the District Office, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the district office and each remote site listed below utilizing TCP/IP protocols and full duplex operation (bidirectional connections). The service provider will supply the District with a 10 Gigabit Interface Converter (GBIC) that will connect directly into District-provided Cisco Catalyst (or equivalent) switches.

Rio School District is soliciting qualified service providers to submit an installation and ongoing service proposal for (including, but not limited to) equipment racks, digital equipment, data cabling, and associated termination equipment as required. In compliance with E-Rate regulations, all equipment included in this request will be owned and maintained by the awarded service provider with no option for transfer of ownership to the District.

This project is entirely contingent upon available funding from the federal E-Rate program (Schools and Libraries Division) and the Rio School District and may or may not be undertaken at the sole discretion of RSD. In addition, RSD will require that the awarded service provider ensure that all eligible components of service are filed with the California Public Utilities Commission (CPUC) and are eligible for the California Teleconnect Fund (CTF) discount.

The proposed project shall include:

1. The installation of secure and dedicated fiber optic connectivity between the District Office (2500 E Vineyard Ave, Oxnard, CA) and 8 existing schools as described below.
2. The fiber shall connect the District Office with each of the RSD schools and remote sites as listed in this RFP.
3. The District Office shall have a minimum data connection to each of the existing schools and remote sites of 10 Gigabit (10,000Mbs) concurrently, amounting to a collector circuit at the District office of a minimum of 80 Gigabits

4. The service provider is responsible to obtain all necessary right of ways necessary to this project.
5. During the term of this contract, any changes in the routing of the fiber cable due to City of Oxnard, County of Ventura, or other entities holding access restrictions to cabling pathways or routes, infrastructure changes and/or requirements (street widening, new underground cabling requirements, etc.), utility company changes (pole relocation, etc.) , or other changes impacting the routing of cabling between sites and the district office will be the sole responsibility of the service provider at no expense to the District.
6. In the event of loss of communication to any site, repairs shall start within 4 hours of the service outage. Except for those agreed-upon on the final negotiated contract between the District and the service provider, outages lasting longer than 24 hours shall be subject to liquidated damages agreed-upon in the final negotiated contract.
7. The District is requesting proposals with a five-year term. However, alternative proposals of a shorter duration will be considered only if submitted with the required five-year plan. Future contracts and/or renewals will be at the discretion of the Rio School District.
8. Please provide pricing for both a 3-year and a 5-year contract.
9. The District will only be invoiced for non-discounted portions of costs net of E-Rate and California Teleconnect Fund (CTF) discounts.
10. Proposals will be evaluated on the following basis:

11.

Selection Criteria	Weight*
Prices/Charges	65%
Transition	20
Non-eligible Costs	5
Experience in K-12 market	5
District Experience	5

SCOPE OF PROJECT:

Please provide the installation (one time) and monthly (ongoing) cost proposals (for a 3-year and a 5-year pricing scenario) for project as follows:

1. Ten Gigabit (10,000Mbs) fiber optic (Ethernet capable) connectivity from the District Office (2500 E. Vineyard Ave., Oxnard, CA 93036) to each of the following 8 existing schools and remote sites:

School	Address
Rio del Mar Elementary (Including Pre School)	3150 Thames River Dr., Oxnard, CA 93036
Rio del Norte Elementary (including Pre School)	2500 Lobella Ave., Oxnard, CA 93036
Rio del Valle Middle School	3100 Rose Ave., Oxnard, CA 93036
Rio Lindo Elementary (including Head Start)	1131 Snow Ave., Oxnard, CA 93036
Rio Plaza Elementary (including Head Start)	600 Simon Way, Oxnard, CA 93036
Rio Real Elementary	1140 Kenney St., Oxnard, CA 93036
Rio Rosales Elementary (Including Head Start)	2001 Jacinto Dr., Oxnard, CA 93036
Rio Vista Middle School	3050 Thames River Dr., Oxnard, CA 93036

3. The District Office is to serve as the central point for the network (2500 E. Vineyard Ave., Oxnard, CA 93036).
4. Please include any one-time installation costs amortized over the life of the contract and included in the monthly cost.
5. The service provider will hand-off a minimum concurrent 10 GBPS connection between each school site and the District Office, including at a minimum Switched Layer 2 Ethernet service acting as an Ethernet bridge for connection between the district office and each remote site listed below utilizing TCP/IP protocols and full duplex operation (bidirectional connections). The service provider will supply the District with a 10 Gigabit Interface Converter (GBIC) that will connect at the MDF directly into District-provided Cisco Catalyst (or equivalent) switches.
6. An uptime guarantee of 99% shall be provided on a 24x7 basis average over each seven-day period.
7. The circuits shall be capable of carrying multiple data services such as computer networks, voice over IP, digital video, etc.
8. All service provider-supplied equipment installed shall be under repair maintenance at no cost to RSD for the life of the contract agreement.
9. The service provider shall provide three references consisting of similar work and scope, including at least two references for work performed in California and covered by E-Rate funding.

10. The service provider shall have a valid Service Provider Identification Number (SPIN) on file with the SLD and shall provide this number with their response.
11. The selected Service Provider shall demonstrate that they have experience operating in and around school facilities, and shall certify that all employees working either directly for the Service Provider or through a sub-Service Provider, when on or around a school facility, have passed any fingerprint or other mandated screenings required by law.
12. The selected Service Provider understands and agrees that school session hours vary and that normal school operations are not disrupted during installation. While not required, District and Service Provider agree that it may be necessary to perform some work pertaining to the Contract after hours or when school is not in session. Service Provider shall perform such out-of-session work as is reasonably necessary and shall ensure that consideration of gaining access to facilities does not unreasonably inconvenience RSD employees.
13. The service provider shall include a proposed project timeline including estimated start and completion dates for the project.

REVIEW OF PROPOSALS AND AWARD:

The USAC-SLC Guidelines available at www.usac.org make it clear in Step 3 that applicants must use “an open and fair competitive bidding process” in order to qualify for E-Rate funding. Proposals must be received electronically, no later than the date on page 1 at which time the proposals will be opened and evaluated. Provide electronic responses to Mike Vollmert at mvollmert@rioschools.org. To verify receipt of your proposal, a reply will be emailed to the address for each proposal submitted. Any bid not including Attachment A and a signed E-rate Terms and conditions may be rejected as non-responsive. The Board of Trustees will be asked to approve the successful service provider or to reject all proposals at the next scheduled Board meeting. The successful service provider must enter into a signed agreement no later than 14 days after the award..

Any questions should be directed to Mike Vollmert, Ed.D, Director of Technology via e-mail at mvollmert@rioschools.org no later than the date in the table on page 1. In keeping with the USAC-SLD Guidelines to ensure a fair and open competitive bid process, all answers to questions will be posted on the USAC web site

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across

the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).

- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be dated prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365 ■, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step06/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#) ■, released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

Attachment A: Summary: Annual Cost, before discounts, for High Speed Fiber Optic Network

Please provide 3-year and 5-year pricing scenarios:

Part 1A: 3-year pricing scenario

If the annual costs associated with each site is the same, complete Chart A:

Annual Costs, Before eRate and CA Teleconnect Discounts		
Year 1	Year 2	Year 3

Rio School District - All schools & District Office

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If the annual costs associated with each site varies, complete Chart B:

Annual Costs, Before eRate and CA Teleconnect Discounts		
Year 1	Year 2	Year 3

LOCATION

LOCATION	Year 1	Year 2	Year 3
Rio del Mar Elementary (including Pre School)			
Rio del Norte Elementary(including Pre School)			
Rio del Valle Middle School			
Rio Lindo Elementary(including HeadStart)			
Rio Plaza Elementary (including HeadStart)			
Rio Real Elementary			
Rio Rosales Elementary (including HeadStart)			
Rio Vista Middle School			
Rio School District Office			

Part 1B: 5-year pricing scenario

Annual Costs, Before eRate and CA Teleconnect

Discounts				
Year 1	Year 2	Year 3	Year 4	Year 5

Rio School District - All schools & District Office

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If the annual costs associated with each site varies, complete Chart B:

LOCATION	Annual Costs, Before eRate and CA Teleconnect Discounts				
	Year 1	Year 2	Year 3	Year 4	Year 5

Rio del Mar Elementary (including Pre School)					
Rio del Norte Elementary(including Pre School)					
Rio del Valle Middle School					
Rio Lindo Elementary(including HeadStart)					
Rio Plaza Elementary (including HeadStart)					
Rio Real Elementary					
Rio Rosales Elementary (including HeadStart)					
Rio Vista Middle School					
Rio School District Office					

Part 2:

Estimated taxes and surcharges (Include detailed descriptions of any taxes and surcharges):

Rio School District

**2500 E Vineyard Ave
Oxnard, CA 93036**

Request for Proposals

for

NETWORK SWITCHES

October, 2015



EDUCATING LEARNERS FOR THE 21ST CENTURY

LEGAL NOTICE

NOTICE TO VENDOR'S – REQUEST FOR PROPOSALS

Notice is hereby given that the Board of Education of the **Rio Elementary School District** (herein after referred to as the "District") of Oxnard, California, will receive proposals for:

NETWORK SWITCHES

Each proposal must be filed with the Technology Office on or before **12-8-15** All proposals shall be submitted separately via email, sent to Mike Vollmert, Ed.D. at mvollmert@rioschools.org. The RFP can be downloaded from the USAC website at <http://www.usac.org/sl/tools/view-an-fcc-form-470.aspx> The 470 # is TBD. The Board of Trustees reserves the right to reject any and all informal bids and any and all items of such informal bids. This informal bid shall be subject to any and all applicable laws, regulations and standards, in accordance with the California Uniform Public Construction Cost Accounting Act. No vendor may withdraw his proposal for a period of Ninety (**90**) calendar days after the date set for the receipt of proposals.

Oxnard, California

Published: October 21, 2015

REQUEST FOR PROPOSALS

The Rio School District (“District”) invites qualified vendors to submit proposals (“Proposals”) for the procurement of network switches (new and/or refurbished) in response to this Request for Proposals (“RFP”).

Proposals should be submitted in the manner prescribed and for the requested equipment. All required forms and submission requirements are noted or included in the RFP. Each person or entity that submits a Proposal shall be designated as a “Vendor”.

I. Background

The District intends to upgrade the core LAN backbones at each School from 1 GB to 10Gb by placing a 10GB switch at each MDF and on the top of any switch stack in all IDF. It is the goal to add additional ports for future needs as well. This RFP solicits Vendor Proposals to provide network switches and installation services for this upgrade. The switches will be installed at the following locations:

School	Address
Rio del Mar Elementary (Including Pre School)	3150 Thames River Dr., Oxnard, CA 93036
Rio del Norte Elementary (including Pre School)	2500 Lobelia Ave., Oxnard, CA 93036
Rio del Valle Middle School	3100 Rose Ave., Oxnard, CA 93036
Rio Lindo Elementary (including Head Start)	2131 Snow Ave., Oxnard, CA 93036
Rio Plaza Elementary (including Head Start)	600 Simon Way, Oxnard, CA 93036
Rio Real Elementary	1140 Kenney St., Oxnard, CA 93036
Rio Rosales Elementary (Including Head Start)	2001 Jacinto Dr., Oxnard, CA 93036
Rio Vista Middle School	3050 Thames River Dr., Oxnard, CA 93036
Rio School District Office	2500 E Vineyard Ave., Oxnard, CA 93036
Office of Student and Family Services	3300 Cortez Street, Oxnard, CA 93036
Rio School District Maintenance and Operations	2715 E Vineyard Ave., Oxnard, CA 93036

II. Critical dates associated with the RFP and the eRate process:

PROCUREMENT TIMELINE	
470 NUMBER	TBD
RFP ISSUED :	10-26-15
PUBLICLY ADVERTISED:	TBD
REQUEST FOR INFORMATION DEADLINE	11-23-15
PROPOSAL DEADLINE:	12-8-15

VENDOR SELECTION:	JANUARY
PROJECT START DATE:	PENDING FUNDING APPROVAL
PROJECT INSTALLATION COMPLETE:	SEPTEMBER 30, 2017

III. Technical Features and Specifications

- Switches must have the following features
 - Cloud Based Control Panel to manage switches and wireless APs
 - Layer 7 Visibility and Bandwidth Shaping
 - 10Gb Compatibility with Cisco 3700X switches

IV. Information to be Included in Proposal

In order to be responsive to this RFP, Proposals must be designed around the elements set forth below. Vendors need to address each item as completely and concisely as possible and provide the following on the included required attachments:

- Pricing for the listed equipment in **Appendix A**
- Price Breakdown
- Price Summary
- Per unit price for purchasing additional components within 6 months of award
- School District Client references
- Cisco Certified Partner or equivalent Status information
- Signed copy of E-Rate Supplemental Terms and Conditions

Proposals should be completed in an easy to review manner with sufficient detail for the District to make an informed decision from comparison of proposals. Emphasis should be given on accuracy, completeness, and clarity of content.

V. Questions

All questions or requests for information regarding this RFP are to be submitted by email no later than the date shown in Section II to:

Mike Vollmert, Ed.D.
mvollmert@rioschools.org

- A) Responses to Vendor questions will be posted on the USAC web site
<http://www.usac.org/sl/tools/view-an-fcc-form-470.aspx>

VI. Submission of Proposal

Proposals must be received no later than the date specified in the table in Section II and submitted via email to:

Mike Vollmert, Ed.D.
mvollmert@rioschools.org

Proposals are to be in .pdf file format and include a cover page, titled:

**“Rio School District
NETWORK SWITCHES”**

with the Vendor’s company name and address. Faxed or mailed Proposals will not be accepted. Only Proposals received by the Deadline will be considered. Vendors are solely responsible for ensuring that their Proposals are received by the District. Upon receipt, an email confirming receipt of the proposal will be sent to the email address used to send the Proposal.

Each submission shall consist of one signed electronic copy in PDF format of the Proposal. Each Proposal received in response to this RFP will remain the property of the District. Any Vendor may modify or withdraw a Proposal via email to Mike Vollmert, Ed.D., mvollmert@rioschools.org at any time prior to the Deadline.

VII. Method of Selection and Award

No commitment will be made to select a Vendor’s system solely on the basis of price. Selection will be made on a combination of factors outlined in the table below. Points will be awarded for each criteria and the vendor with the highest points total will be awarded the RFP.

Any Proposal submitted to the District and not withdrawn by the Deadline will be

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Selection Criteria	Criteria Weight*
Price	30
Compatibility with existing network infrastructure	25
Features	15
Support and Management	20
Vendor Competence and reputation	10
	100

considered
offer that
be accepted
the District,
whole or in
part, with
without
discussion
negotiation,

at any time within 90 days from the Deadline. Any offer not accepted within this time period is rejected.

The District reserves the right to reject any or all Proposals and to waive minor

irregularities, or other requirements in offers received, and/or to accept any portion of the Proposal if deemed in the best interest of the District. Failure of the Vendor to provide in its Proposal any information requested in the RFP may result in rejection for non-responsiveness. Failure of the Vendor to meet or exceed any stated minimums in the RFP may also result in rejection for non-responsiveness. The District retains the right in its sole discretion to determine that a Proposal is not responsive to the material terms of this RFP.

The District reserves the right to reject all proposals.

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY

The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS

The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

- a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
- b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/service-providers/step01/default.aspx>
- c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
- d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website:
http://www.fcc.gov/debt_collection/welcome.html
- e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2016.

- f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).
- g. Goods and services provided shall be clearly designated as "E-rate Eligible". Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be "cost allocated" to show the percentage of eligible costs per SLD guidelines.
- h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC "Item 21 Template". Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.**
- i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
- j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an "Invoice Check" with the USAC
<http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
- k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC's website: <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

3) SERVICE PROVIDER ACKNOWLEDGMENTS

- a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
- b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
- c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the

conditions leading to the applicant being charged in excess of lowest corresponding price.

- d. This offer is in full compliance with USAC's Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) STARTING SERVICES/ADVANCE INSTALLATION

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract "effective date", E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2016 funding year (July 1, 2016). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1.

EARLY FUNDING CONDITIONS

Category 1

There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- *Initiation of installation cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.*
- *The Category 1 service must depend on the installation of the infrastructure.*
- *The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.*
- *No invoices can be dated prior to July 1 of the funding year.*

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL:

<http://www.usac.org/sl/applicants/step06/installation.aspx>

Category 2

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- *We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.*

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](#), released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

5) INVOICING

- a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission and certification of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
- b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) FCC/SLD AUDITABILITY

The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and

therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION

During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District's Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of _____ (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ **Title:** _____

Phone Number: _____ **Email:** _____

Service Provider Name: _____

VIII. No Representations

The District makes no representations or guarantees of any kind, express or implied, with regard to the matters contained in this RFP. Each Vendor must rely solely on its own independent assessment as the basis for the submission of any Proposal.

IX. Miscellaneous

- A. By issuing this RFP, the District assumes no obligation, explicit or implied, to make an award to any vendor.
- B. Any published price change after the RFP submission date will not be considered in the evaluation of proposals. However, once a vendor has been selected as the low responsive, responsible vendor, District reserves the right to apply the lower of the published prices with the proposed discounts applied or the proposal prices, whichever are lower.
- C. In the event of any conflict or ambiguity between the terms of this RFP and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied shall conform to all applicable requirements of local, state and federal law.
- D. The district reserves the right to award all, some or none of the project.
The district reserves the right to fund (proceed with project or purchase) all, some or none of the award regardless of E-rate approval.

TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified.. Burden of proof as to equality of any material, process or article shall rest with service provider. **Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the sealed bid packet at the closing of bids.** Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response.

Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternates will be accepted.

Required Attachment

Rio School District

Summary

Cisco Meraki Product, or equivalent	Description of Equipment	QTY	Cisco Equipment (Y/N)	Support/Warranty Length	Price/Unit	Total Price	Equipment E-rate Eligibility %
Total Cost Before Tax							
Cost for Shipping/Handling							
Sales Tax							
Total Cost							

Notes:

Required Attachment

CLIENT REFERENCES

List at least 3 clients (preferably school districts) for which the Vendor has provided equipment during the past three years.

1. Client/Address	_____
Contact Person/Title	_____ Phone No _____
Equipment Furnished	_____
2. Client/Address	_____
Contact Person/Title	_____ Phone No _____
Equipment Furnished	_____
3. Client/Address	_____
Contact Person/Title	_____ Phone No _____
Equipment Furnished	_____

Appendix A Equipment List

Provide pricing for the following.

Switches

Part Number	Description	Qty
MS320-24P-HW	Preliminary US GPL - Meraki MS320 Cloud Managed 24 Port	42
LIC-MS320-24P-5YR	Preliminary US GPL - Meraki MS320-24FP Enterprise License	42
MS320-48P-HW	Preliminary US GPL - Meraki MS320 Cloud Managed 48 Port	25
LIC-MS320-48P-5YR	Preliminary US GPL - Meraki MS320-48FP Enterprise License	25
MS420-24-HW	Preliminary US GPL - Meraki MS420 Cloud Managed 24 P	8
LIC-MS420-24-5YR	Preliminary US GPL - Meraki MS420-24 Enterprise License	8
SFP-10G-LRM=	10GBASE-LRM SFP Module	8
CAB-MCP-LC=	Mode Conditioning Patch cable: LC connector	150
MA-SFP-1GB-TX	Preliminary US GPL - Meraki 1 GbE SFP Copper Module	67
MA-SFP-10GB-LRM	Preliminary US GPL - Meraki 10G Base LRM	134
MA-SFP-10GB-SR	Preliminary US GPL - Meraki 10G Base SR Multi-Mode	8
MA-SFP-1GB-LX10	Preliminary US GPL - Meraki 1000Base LX10 Single-Mode	2

