



SCHOOL

DISTRICT

EDUCATING LEARNERS FOR THE 21ST CENTURY

REGULAR BOARD MEETING

February 21, 2018

**Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036**

**JOHN D. PUGLISI, Ph. D.
Superintendent**

**Board of Education
Felix Eisenhauer, DMA, President
Eleanor Torres, Clerk
Joe Esquivel
Ramon Rodriguez
Edith Martinez-Cortes**

2.0



**Wednesday, February 21, 2018
RSD Regular Board Meeting**

**Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036**

1. Open Session 5:00 p.m.

1.1 Call to Order

1.2 Pledge of Allegiance

1.3 Roll Call

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

2.2 Approval of the Agenda

3. Public Comment-Closed Session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

4. Closed Session

4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Expulsion of Students 6003727 and 6012929

4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2017/2018 and 2018/2019

4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]

4.4 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

4.5 Conference with Real Property Negotiators, pursuant to Government Code §54956.8. Property: 117 Beedy St., 174 Beedy St., 185 Beedy St., 211 Beedy St., and 219 Beedy St., Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Joel Kirschenstein, consultant Negotiating parties: Fred Ferro, NAI Capital for Beedy Street Properties, LLC Under negotiation: price and terms of payment

4.6 Conference with Real Property Negotiators, pursuant to Government Code §54956.8. Property: 4431-4573 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Joel Kirschenstein, consultant Negotiating parties: Brent Weirick, JLL for Mario Antonini, Trustee of a Residuary Trust Under negotiation: price and terms of payment

4.7 Conference with Real Property Negotiators, pursuant to Government Code §54956.8. Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Joel Kirschenstein, consultant Negotiating parties: David Basel of 2714 E. Vineyard Avenue, LLC, an Idaho limited liability company Under negotiation: price and terms of payment

4.8 Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation, pursuant to Government Code §54956.9(d)(4). Number of potential cases: 1.

5. Reconvene Open Session 6:00 p.m.

5.1 Report of Closed Session

6. Presentations/Recognitions

6.1 California STEAM Symposium Student Presentation

7. Communications

7.1 Acknowledgement of Correspondence to the Board

7.2 Board Member Reports

7.3 Organizational Reports-RTA/CSEA/Other

7.4 Superintendent Report

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

8. Information

8.1 Business Services Report

8.2 Educational Services Report

8.3 First Reading of CSBA Board Policies

9. Discussion/Action

9.1 Board Discussion and Direction Required regarding November 6, 2018 General Obligation Bond Election

9.2 Contract awarding to CDW-G for the installation of new wireless access points in all classrooms at each site.

9.3 Approval to purchase AVID EXCEL Program Course for Middle School English Language Learners

9.4 Approving Resolution No. 1718-25 to Request Bids (#18-01) for Pupil Field Trip Transportation Services

9.5 Approval of Change Order Related to Electrical Systems.

9.6 Approval of change order for additional plumbing services by Anderson Systems

9.7 Approval of Change Order for a reduction in cost as part of the Value Engineering for Standard Drywall

9.8 Award of Bid for Rio STEAM Academy Construction Bid Package No. 22 - Food Service.

9.9 Approval of proposal for services from Architecture for Education for the selection and layout of furniture for STEAM academy.

10. Consent

10.1 Approval of the Consent Agenda

10.2 Approval of the Minutes of the Regular Board Meeting January 17, 2018

10.3 Approval of Donation Report

10.4 Ratification of the Commercial Warrant

10.5 February 2018 Personnel Report

10.6 Williams Quarterly Complaint Report

10.7 Approval to Attend Out of State International Society for Technology in Education (ISTE) Conference, June 24-27, 2018 in Chicago

10.8 Approval of Rio del Valle and Rio Vista Middle School Field Trip to Washington, D.C.

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: March 21, 2018

12. Adjournment

12.1 Adjournment

4.1



Agenda Item Details

Meeting Feb 21, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.1 Consideration of Student Discipline- Expulsion [Education Code 48918] Stipulated Expulsion of Students 6003727 and 6012929

Access Public

Type Report

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.2



Agenda Item Details

Meeting Feb 21, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.2 Public Employee Performance Evaluation [Government Code 54957] Title: Staffing 2017/2018 and 2018/2019

Access Public

Type Discussion

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.3



Agenda Item Details

Meeting Feb 21, 2018 - RSD Regular Board Meeting
Category 4. Closed Session
Subject 4.3 Public Employee Discipline/Dismissal/Release [Government Code 54957]
Access Public
Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.4



Agenda Item Details

Meeting Feb 21, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.4 Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

4.5

**Agenda Item Details**

Meeting Feb 21, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.5 Conference with Real Property Negotiators, pursuant to Government Code §54956.8. Property: 117 Beedy St., 174 Beedy St., 185 Beedy St., 211 Beedy St., and 219 Beedy St., Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Joel Kirschenstein, consultant Negotiating parties: Fred Ferro, NAI Capital for Beedy Street Properties, LLC Under negotiation: price and terms of payment

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

4.6

**Agenda Item Details**

Meeting Feb 21, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.6 Conference with Real Property Negotiators, pursuant to Government Code §54956.8. Property: 4431-4573 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Joel Kirschenstein, consultant
Negotiating parties: Brent Weirick, JLL for Mario Antonini, Trustee of a Residuary Trust Under negotiation: price and terms of payment

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

**Agenda Item Details**

Meeting Feb 21, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.7 Conference with Real Property Negotiators, pursuant to Government Code § 54956.8. Property: the El Rio School site, 2714 E. Vineyard Avenue, Oxnard, CA 93036 Agency negotiators: Dr. John Puglisi, District Superintendent, and Joel Kirschenstein, consultant Negotiating parties: David Basel of 2714 E. Vineyard Avenue, LLC, an Idaho limited liability company Under negotiation: price and terms of payment

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

4.8



Agenda Item Details

Meeting Feb 21, 2018 - RSD Regular Board Meeting

Category 4. Closed Session

Subject 4.8 Conference with Legal Counsel – Anticipated Litigation, Initiation of Litigation, pursuant to Government Code § 54956.9(d)(4). Number of potential cases: 1.

Access Public

Type

Public Content

Speaker:

Rationale:

Administrative Content

Executive Content

7.4



Agenda Item Details

Meeting Feb 21, 2018 - RSD Regular Board Meeting
Category 7. Communications
Subject 7.4 Superintendent Report
Access Public
Type Procedural

Public Content

Speaker: Superintendent Puglisi

Rationale:

Superintendent Puglisi will update the Governing Board on the following:

- STEAM School Update
- Master Plan Update

Administrative Content

Executive Content

8.1

**Agenda Item Details**

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	8. Information
Subject	8.1 Business Services Report
Access	Public
Type	Information
Goals	Goal 3-Create welcoming and safe environments where students attend and are connected to their school Goal 1-Improved student achievement at every school and every grade in all content areas

Public Content

Speaker: Kristen Pifko, Assistant Superintendent of Business Services

Rationale: Ms. Pifko will update the Governing Board on the following topics:

- Budget Process Update

Administrative Content**Executive Content**

8.2

**Agenda Item Details**

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	8. Information
Subject	8.2 Educational Services Report
Access	Public
Type	Information
Goals	Goal 1-Improved student achievement at every school and every grade in all content areas Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.

Public Content

Speaker: Educational Services Staff

Rationale: Educational Staff will provide the Governing Board with the following updates:

- Computer Network Report
- Afterschool Program Report
- English Language Learner Report
- Middle School Parent Conference Data Report

Administrative Content**Executive Content**

8.3

**Agenda Item Details**

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	8. Information
Subject	8.3 First Reading of CSBA Board Policies
Access	Public
Type	Information

Public Content

Speaker: Superintendent Puglisi

Rationale:

CSBA provides updates to board policies as changes to the law occur. District personnel have reviewed the attached policies and will be brought for action at a later meeting.

Administrative Content**Executive Content**

9.1



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.1 Board Discussion and Direction Required regarding November 6, 2018 General Obligation Bond Election
Access	Public
Type	Action, Information
Goals	<p>Goal 1-Improved student achievement at every school and every grade in all content areas</p> <p>Goal 2-Engage parents and other District stakeholders in the development of meaningful partnerships to support student learning.</p> <p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.</p>

Public Content

Speaker: Superintendent Puglisi

Rationale:

Despite prior funding from the 2014 Measure G and the Riverpark CFD, the District still has major facilities needs. This comes as no surprise, as Measure G was to focus on the most critical needs and was therefore not enough to address ALL the needs of the district. The time has come to "finish the master plan" and consider another round of funding to complete district school projects.

Currently, the District still needs to build additional classrooms at select school for the following projects:

- To continue the modernization and renovation of the existing schools
- To provide/replace air conditioning throughout the District
- To continue to enhance technology in the classrooms
- To upgrade the District's dual immersion school
- To consider paying off the COP that would provide general fund relief by eliminating \$500K annual payments.
- To access additional dollars for the aforementioned projects, the District should consider another GO bond in 2018
- To enhance and support facilities.

If it doesn't go in 2018, the District would have to wait until 2020 for the next opportunity. There are two dates in 2018 to consider – June 5th and November 6th

The only way the District should get on the ballot will be to do a similar exercise that was done four years ago, which is a telephone survey of the community's voters as well as discussions with key stakeholders to gauge their level of interest in a new bond. If the support isn't there for 2018, then we will need to continue to educate our residents and consider 2020.

Remember that Measure G achieved 71% voter approval and Measure R achieved 77%, so our community has been very supportive in the past (55% is what we need to get to win)

The deadline for November is first week in July. So we have a lot more time to prepare for the November date, but we also might be looking at sharing the ballot with a high school district bond and other local/state taxes.

The district also needs to apply for state matching funds for projects at select district schools.

Administrative Content

Executive Content

Timeline - November 2018

Following these steps are key to District's success



Rio School District

Task	Responsible Party	November 2018
Board meeting to approve "exploring" feasibility of bond measure	District	February
Prepare/Revise Bond Needs Analysis	District/Architect	February - March
Conduct survey	Consultant	April
Initiate public information program, speaking with elected officials, large taxpayers, community service groups to discuss proposed measures	District/Consultant	February - June
Board Meeting - Present survey results to the Board	Consultant	April - May
Finalize Capital and Financing Plan	Consultant	May
Finalize the Project List	Consultant/District	May
Prepare Resolution Calling Election, including Ballot Language, Project List, and Tax Rate Statement	Consultant/Bond Counsel	June
Board Meeting - Board action to adopt Resolution Calling Election	District	June
Deadline to submit to county Resolution Calling Election & Tax Rate Statement	District	June 29
Prepare Argument In Favor of Measure	Consultant/District	July
Submit Argument In Favor of Measure	Consultant/District	August
Form campaign committee and conduct campaign kick-off meeting	Campaign Committee	July - August
Run campaign	Campaign Committee	Aug. - Nov.
Election Day		November 6

9.2



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.2 Contract awarding to CDW-G for the installation of new wireless access points in all classrooms at each site.
Access	Public
Type	Action
Preferred Date	Feb 21, 2018
Absolute Date	Feb 21, 2018
Fiscal Impact	Yes
Dollar Amount	55,586.28
Budgeted	No
Recommended Action	Staff recommends approval of the installation of Wireless Access Points through the use of eRate funding
Goals	Goal 4-Prepare students to be college and career ready through technology and Innovation that facilitates collaboration, creativity, critical thinking and communication.

Public Content

Speaker: Jarkko Mylläri

Rationale:

The district released a Request for Proposal to purchase and install wireless access points in all classrooms at all school sites. Four vendors submitted proposals, each of which was evaluated, as required by eRate, considering a number of factors including cost, experience with the K-12 education market, experience with Rio School District and in surrounding school districts, and the degree to which the proposal met the District's needs. Based on this evaluation, staff is recommending that the contract for installation of wireless access points be awarded to CDW-G.

The District receives eRate discount of 80% for this project. The total cost of this project is 277,931.40, eRate will pay 80% of this cost leaving a balance of 55,586.28 cost to the district.

Administrative Content

[AccessPointBid.pdf \(638 KB\)](#)

Rio Elementary School District
Wireless Access Points and Installation RFP #18-19-01
E-Rate Year 21 / Funding Year 2018-2019
01/18/2018
Digital



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061
E-Rate SPIN # 143005588





One CDW Way
 220 N. Milwaukee Ave
 Vernon Hills, IL 60061
 P: 847.371.6000
 F: 847.465.6000
 Toll-Free: 800.808.4230
 www.cdwg.com/PeopleWhoSell

Rio Elementary School District
 2500 East Vineyard Avenue
 Oxnard, CA 93036

01/18/2018

RE: Wireless Access Points and Installation RFP #18-19-01

Dear Jarikko Mylläri,

Rio Elementary School District is seeking a qualified vendor to provide Cisco Meraki solutions. CDW Government LLC (CDW-G), a leading provider of technology solutions to K-12 schools, is pleased to present this response for RFP #18-19-01 (470# 160007714).

Our products are housed in our two state-of-the-art distribution centers, which are equipped to ensure that Rio Elementary School District receives Cisco Meraki solutions on schedule. Our strength is in servicing large numbers of customers with multiple orders, while adding valuable services. Here are a few of the reasons our customers return to us time and again:

- **Superior E-Rate Contract Support.** CDW-G understands the need for well-maintained contracts. David White, CDW-G E-Rate Program Manager, will do what he does best; assist with the E-Rate process and help facilitate the application and funding process.
- **Customer Account Center.** Around-the-clock access to customized online tools and resources that can be found on our award-winning website, CDWG.com
- **Quick Availability.** Efficient and timely order fulfillment; most of CDW-G's in-stock, credit released orders ship the same day the order is placed.
- **E-Rate Experience.** CDW-G has participated in the E-Rate program since its inception in 1997. CDW-G's E-Rate SPIN number is 143005588, and FRN (FCC) Code is 0012123267. CDW-G holds Green Light status and prides itself on consistently maintaining this status.

If you have any questions concerning this proposal response, please contact Charleen Chu, Account Manager, at (866) 339-5678 or charchu@cdwg.com.

Sincerely,

Matt Flood
 Supervisor, Proposals

Pricing Section

Following this page is the pricing quote and the Statement of Work regarding the applicable Services requested, with our standard Purchase Agreement for E-Rate Customers.

**CDW Government LLC
Purchase Agreement for E-Rate Customers
JMF152, Statement of Work
Contract #210329
Spin #143063388
FCC Registration #0012123287**

This E-rate Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and RIO SCHOOL DISTRICT, a non-profit school or library eligible for Universal Service funding, with offices at 2500 E VINEYARD AVE, Oxnard, CA 93056 ("Customer") and is effective on April 1, 2018 ("Effective Date").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

- "E-Rate" -- The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.
- "Products" -- E-rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-rate discounts in accordance with the rules issued by USAC.
- "Customer" -- an E-rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.
- "Funding Commitment Decision Letter" or "FCDL" -- A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.
- "Funding Year" -- The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.
- "SLP" -- The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").
- "Universal Service Administrative Co." or "USAC" -- The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller's website at <http://www.cdw.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. **Form 474 Service Provider Invoice (SPI) Method**
Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.
2. **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year commencing on April 1, 2018 ("Effective Date). Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller's and Customer's mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

RIO SCHOOL DISTRICT
2500 E VINEYARD AVE
OXNARD, CA 93036

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein. Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. This contract is for Funding Year 21 (2018) which is effective as of July 1, 2018 and terminates on June 30, 2019.

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract Name: JMFx152, **Statement of Work**

CDW-G E-Rate Contract #210329

EXHIBIT I
Quote

QUOTE CONFIRMATION



DEAR JARKKO MYLLARI,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	QUOTE TOTAL
3MFC162	1/3/2020	IT20 ERATE	0640297	\$152,451.41

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cisco Meraki MR42 Cloud Managed - wireless access point Mfg. Part#: MR42-HW UNSPSC: 43223108 Rio del Mar Contract: MARKET	24	4000284	\$465.00	\$11,160.00
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) - Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 Rio del Mar Electronic distribution - NO MEDIA Contract: MARKET	24	3354009	\$205.00	\$4,920.00
Cisco Meraki MR42 Cloud Managed - wireless access point Mfg. Part#: MR42-HW UNSPSC: 43223108 Rio del Norte Contract: MARKET	26	4000284	\$465.00	\$12,090.00
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) - Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 Rio del Norte Electronic distribution - NO MEDIA Contract: MARKET	26	3354009	\$205.00	\$5,330.00
Cisco Meraki MR52 - wireless access point Mfg. Part#: MR52-HW UNSPSC: 43223108 Rio del Norte Contract: MARKET	1	4136977	\$645.00	\$645.00
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) - Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 Rio del Norte Electronic distribution - NO MEDIA Contract: MARKET	1	3354009	\$205.00	\$205.00
Cisco Meraki MR42 Cloud Managed - wireless access point Mfg. Part#: MR42-HW UNSPSC: 43223108	36	4000284	\$455.00	\$16,380.00

QUOTE DETAILS (CONT.)

Rio del Valle

Contract: MARKET

Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	36	3354009	\$205.00	\$7,380.00
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Mfg. Part#: LIC-ENT-5YR

UNSPSC: 43232901

Rio del Valle

Electronic distribution - NO MEDIA

Contract: MARKET

Cisco Meraki MR52 - wireless access point	1	4136977	\$640.00	\$640.00
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Mfg. Part#: MR52-HW

UNSPSC: 43223108

Rio del Valle

Contract: MARKET

Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	1	3354009	\$205.00	\$205.00
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Mfg. Part#: LIC-ENT-5YR

UNSPSC: 43232901

Rio del Valle

Electronic distribution - NO MEDIA

Contract: MARKET

Cisco Meraki MR42 Cloud Managed - wireless access point	28	4000284	\$465.00	\$13,020.00
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Mfg. Part#: MR42-HW

UNSPSC: 43223108

Rio Lindo

Contract: MARKET

Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	28	3354009	\$205.00	\$5,740.00
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Mfg. Part#: LIC-ENT-5YR

UNSPSC: 43232901

Rio Lindo

Electronic distribution - NO MEDIA

Contract: MARKET

Cisco Meraki MR42 Cloud Managed - wireless access point	37	4000284	\$465.00	\$17,205.00
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Mfg. Part#: MR42-HW

UNSPSC: 43223108

Rio Plaza

Contract: MARKET

Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	37	3354009	\$205.00	\$7,585.00
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Mfg. Part#: LIC-ENT-5YR

UNSPSC: 43232901

Rio Plaza

Electronic distribution - NO MEDIA

Contract: MARKET

Cisco Meraki MR42 Cloud Managed - wireless access point	39	4000284	\$465.00	\$18,135.00
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Mfg. Part#: MR42-HW

UNSPSC: 43223108

Rio Real

Contract: MARKET

Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	39	3354009	\$205.00	\$7,995.00
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Mfg. Part#: LIC-ENT-5YR

UNSPSC: 43232901

Rio Real

Electronic distribution - NO MEDIA

Contract: MARKET

QUOTE DETAILS (CONT.)

Cisco Meraki MR42 Cloud Managed - wireless access point	1	4136977	\$640.00	\$640.00
Mfg. Part#: MR42-HW UNSPSC: 43223108 No Real Contract: MARKET				
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	1	3354009	\$205.00	\$205.00
Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 No Real Electronic distribution - NO MEDIA Contract: MARKET				
Cisco Meraki MR42 Cloud Managed - wireless access point	30	4000284	\$465.00	\$13,950.00
Mfg. Part#: MR42-HW UNSPSC: 43223108 No Resale Contract: MARKET				
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	30	3354009	\$205.00	\$6,150.00
Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 No Resale Electronic distribution - NO MEDIA Contract: MARKET				
Cisco Meraki MR74 Cloud Managed - wireless access point	1	4001849	\$640.00	\$640.00
Mfg. Part#: MR74-HW UNSPSC: 43223108 No Resale Contract: MARKET				
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	1	3354009	\$205.00	\$205.00
Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 No Resale Electronic distribution - NO MEDIA Contract: MARKET				
Cisco Meraki MR42 Cloud Managed - wireless access point	37	4000284	\$465.00	\$17,205.00
Mfg. Part#: MR42-HW UNSPSC: 43223108 No Visa Contract: MARKET				
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	37	3354009	\$205.00	\$7,567.50
Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 No Visa Electronic distribution - NO MEDIA Contract: MARKET				
Cisco Meraki MR42 Cloud Managed - wireless access point	48	4000284	\$465.00	\$22,320.00
Mfg. Part#: MR42-HW UNSPSC: 43223108 No STEAM Contract: MARKET				
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	48	3354009	\$205.00	\$9,840.00
Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901				

QUOTE DETAILS (CONT.)

Rio STEAM Electronic distribution - NO MEDIA Contract: MARKET				
Cisco Meraki MR74 Cloud Managed - wireless access point	10	4531849	\$640.00	\$6,400.00
Mfg. Part#: MR74-HW UNSPSC: 43223108 Rio STEAM Contract: MARKET				
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	10	3354009	\$205.00	\$2,050.00
Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 Rio STEAM Electronic distribution - NO MEDIA Contract: MARKET				
Meraki Dual-Band Omni Antenna (4/7 dBi Gain) Set - antenna	10	3605173	\$90.00	\$900.00
Mfg. Part#: MA-ANT-20 UNSPSC: 43221706 Rio STEAM Contract: MARKET				
Cisco Meraki MR52 - wireless access point	3	4136977	\$640.00	\$1,920.00
Mfg. Part#: MR52-HW UNSPSC: 43223108 Rio STEAM Contract: MARKET				
Cisco Meraki Enterprise Cloud Controller - subscription license (5 years) -	3	3354009	\$205.00	\$615.00
Mfg. Part#: LIC-ENT-5YR UNSPSC: 43232901 Rio STEAM Electronic distribution - NO MEDIA Contract: MARKET				

PURCHASER BILLING INFO		SUBTOTAL	\$220,955.00
Billing Address: RIO SCHOOL DISTRICT ACCTS PAYABLE 2500 E VINEYARD AVE OXNARD, CA 93036-1239 Phone: (805) 485-3111 Payment Terms: Net 30 Govt-E-rate		SHIPPING	\$0.00
		SALES TAX	\$11,976.47
		GRAND TOTAL	\$232,931.47
DELIVER TO		Please remit payments to:	
Shipping Address: RIO SCHOOL DISTRICT JARKKO MYLLARI 2500 E VINEYARD AVE OXNARD, CA 93036-1239 Phone: (805) 485-3111 Shipping Method: DROP SHIP-GROUND		CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

READ USER GUIDE OF WIRELESS EQUIPMENT INFORMATION



Charleen Chu

(866) 339-5678

charchu@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager

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STATEMENT OF WORK

Project Name:	Y18 C2 Estate Installation Services	Seller Representative:
Customer Name:	Rio School District (CA)	Jon Gemile 818.254.1711 jonegen@cdwg.com
CDW Affiliate:	CDW Government LLC	Solution Architect:
SOW Created Date:	January 17, 2018	Manpreet Batra
Version:	2	

This statement of work ("Statement of Work" or "SOW") is made and entered into on the date signed by both parties (the "SOW Effective Date") by and between the undersigned, CDW Government LLC ("Provider", "Seller" and "we") and Rio School District (CA) ("Customer" and "you").

PROJECT DESCRIPTION

PROJECT SCOPE

Provider will perform the following services:

- Delivery of each component to its designated secured location.
- Removal of the existing WAPs.
- Connecting the new WAPs to the existing network cable.
- Installation and configuration of the specified WAPs using Customer provided installation information.
- Performing power on system test of network electronics.
- Document, in the site network installation document, all part numbers, quantities, and serial numbers of network electronics being installed.
- Cabling 64 net new WAPs per Addendum #1

PROJECT MANAGEMENT

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals as agreed upon
- Acts as the main POC to Customer if requested
- Ensures project timelines, dependencies, budgets and closure requirements for sign off are met within the project lifecycle

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.



ITEM(S) PROVIDED TO CUSTOMER

The following will be provided to Customer by the completion of this project.

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Spreadsheet	Spreadsheet with part numbers, quantities, and serial numbers of network electronics being installed.	Excel-compatible

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“Anticipated Schedule”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“Total Fees”) include both fees for Seller’s performance of work (“Services Fees”) and any other related costs and fees specified in the Expenses section (“Expenses”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees hereunder are **FIXED FEES**, meaning that the amount invoiced for the Services will be \$45,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

Project Milestones	Percentage	Fees
Signed SOW	50%	\$22,500.00
Completion of Work	100%	\$22,500.00
Totals	100%	\$45,000.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Two (2) weeks’ advance notice from Customer is required for any necessary travel by Seller personnel.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit (“Customer-Designated Locations”).



PROJECT-SPECIFIC TERMS

1. Customer is responsible for providing all physical and communications access, privileges, environmental conditions, properly functioning hardware and software, qualified personnel, project details, material information, decisions/directions, and personnel and stakeholder interviews that are reasonably necessary to assist and accommodate Seller's performance of the Services ("Customer Components").
2. Seller is not responsible for delays in performance directly caused by the unavailability of the Customer Components and will have the right, with prior written notice and after a reasonable opportunity for Customer to correct the failure, to reassign Seller personnel to work unrelated to this SOW and the services hereunder or to invoice Customer for time Seller personnel are thereby idled if reassignment is not feasible.
3. Both parties will treat all employee personally identifiable information as confidential per the Agreement.
4. Customer will provide in advance and in writing, and Seller will follow, all applicable Customer safety and security rules and procedures.
5. Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment.
6. This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.



SOW TERMS AND CONDITIONS

CONTACT PERSON(S)

Each Party will appoint a person to act as that Party's point of contact ("Contact Person") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

The Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

PAYMENT TERMS

Customer will pay invoices containing amounts authorized by this SOW within thirty (30) days of Customer's receipt of the invoice. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

EXPIRATION AND TERMINATION

This SOW expires and will be of no force or effect unless it is signed by Customer and Seller within thirty (30) days from the SOW Created Date, except as otherwise agreed by Seller.

CHANGE ORDERS

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("Change Order").

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

MISCELLANEOUS

This SOW shall be governed by Seller's "Terms and Conditions of Product Sales and Service Projects", accessed via the "Terms & Conditions" link at www.odwg.com (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement. References in the Agreement to a SOW or a Work Order apply to this SOW. This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures. This SOW is the proprietary and confidential information of Seller.



SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

CDW Government LLC

By: _____

Name: _____

Title: _____

Date: _____

Mailing Address:

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

JJ Joson

Rio School District (CA)

By: _____

Name: _____

Title: _____

Date: _____

Mailing Address:

Street: _____

City/ST/ZIP: _____

Billing Contact (If different from above):

Street: _____

City/ST/ZIP: _____



EXHIBIT A.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Table 3 – Customer-Designated Locations

Location(s)	Service(s)		
Rio School District 2500 East Vineyard Avenue, Oxnard, California 93036	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input type="checkbox"/> Support <input type="checkbox"/> Training <input type="checkbox"/> Custom Work



Site	QTY	Description	Cabling	Cost	Installation	Test/Shipping
			In place	\$ 16,080.00	\$ 2,980.77	\$ 864.80
Rio del Mar	24	MR-42 (5 year license for each)	In place	\$ 18,780.00	\$ 3,088.23	\$ 1,008.05
Rio del Norte	28	MR-42 (5 year license for each)	In place	\$ 845.00	\$ 108.82	\$ 48.80
	1	MR52 wireless access point (5 year license for each)	In place	\$ 24,120.00	\$ 3,948.15	\$ 1,297.35
	36	MR-42 (5 year license for each)	In place	\$ 845.00	\$ 257.81	\$ 48.80
	1	MR52 wireless access point (5 year license for each)	Part of the proposal	\$ 18,780.00	\$ 3,088.23	\$ 1,008.05
Rio Lindo	28	MR-42 (5 year license for each)	In place	\$ 24,780.00	\$ 4,068.77	\$ 1,388.89
Rio Pinos	37	MR-42 (5 year license for each)	In place	\$ 26,130.00	\$ 4,275.00	\$ 1,405.46
Rio Real	30	MR-42 (5 year license for each)	In place	\$ 845.00	\$ 257.81	\$ 48.80
	1	MR52 wireless access point (5 year license for each)	Part of the proposal	\$ 20,100.00	\$ 3,288.48	\$ 1,081.13
Rio Realiza	30	MR-42 (5 year license for each)	In place	\$ 845.00	\$ 257.81	\$ 48.80
	1	MR74 wireless access point (5 year license for each)	Part of the proposal	\$ 24,780.00	\$ 4,055.77	\$ 1,388.89
	37	MR-42 (5 year license for each)	In place	\$ 32,180.00	\$ 12,375.00	\$ 1,729.80
Rio Vista	48	MR-42 (5 year license for each)	Part of the proposal	\$ 8,450.00	\$ 2,578.13	\$ 498.00
RIO STREAM	10	MR74 wireless access point (5 year license for each)	Part of the proposal	\$ 900.00	\$ -	\$ 69.75
	10	Dual-Band Omni Antennas	Part of the proposal	\$ 2,535.00	\$ 773.44	\$ 148.81
	3	MR52 wireless access point (5 year license for each)	Part of the proposal	\$ 220,865.00	\$ 45,000.00	\$ 11,878.47
		TOTALS:				

9.3



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.3 Approval to purchase AVID EXCEL Program Course for Middle School English Language Learners
Access	Public
Type	Action
Dollar Amount	18,762.70
Budget Source	Title I (50%-site funds) and Title III funds (50%-district funds)
Recommended Action	Staff recommends board approval of the AVID Excel program for middle school English Language Learners course.

Public Content

Speaker: Oscar Hernandez

Rationale:

Rio del Valle currently has 102 level 3, 105 level 4, and 34 level 5 ELD students in 6th - 7th grade. 90% of these students are considered long term ELs, signifying their inability to master the English language and reclassify from the designation of English Language Learner. Students at levels 3 and 4 are placed in ELD classes, limiting the students exposure to an elective class. AVID is a well established program at our school designed to encourage and support students who are wanting to attend college and are first generation college bound. AVID EXCEL is a program within a program that is designed specifically for EL students, the program offers specific support in vocabulary building, content language support, tutorials, and study skills and organization. In addition, students would have the opportunities to participate in the AVID college visits, access to motivational speakers, opportunities for community service. Many of our students have limited exposure to the community around them, and to the opportunities that they have at their reach. AVID Excel will provide our EL long term students an elective that is engaging, and which will provide them the language skills and work skills that will set them up for academic and social success. Moreover, we will train our staff in these very targeted strategies so that there is consistency and support throughout their content area classes.

This is an extension of a currently successful program at Rio del Valle and connected high schools that aims to send English learners on a pathway to college.

Annual Cost of Program: 1st year \$14,665 requesting 50/50 with district. Summer Institute Hotel Accommodations: 6 rooms x \$682.95 = \$4,097.70

Total cost (includes program, summer institute and hotel accommodations) = \$18,762.70

AVID Center Quote



Quote #: Q-00065
 Rio Elementary Sch Distrct
 2500 E Vineyard Ave Ste 100
 Oxnard, CA 93036
 Quote Prepared For:

AVID Representative: Hayley Steele
 Phone: (858) 633-0081
 Email: hsteele@avid.org

Rio Del Valle Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID EXCEL Benefit Package	\$925.00	\$0.00	\$925.00
6	AVID Summer Institute Registration Fee	\$870.00	\$450.00	\$4,770.00
4	AVID Excel Curriculum Library Set	\$340.00	\$0.00	\$1,360.00
4	Shipping & Handling	\$35.00	\$0.00	\$140.00
Rio Del Valle Middle School SUBTOTAL:				\$7,195.00

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Excel District Virtual Professional Learning	\$1,200.00	\$0.00	\$1,200.00
2	AVID Excel Site and District Visitation Days	\$2,550.00	\$0.00	\$5,100.00
1	AVID Excel Curriculum Library Set	\$340.00	\$0.00	\$340.00
1	Shipping & Handling	\$35.00	\$0.00	\$35.00
1	AVID Summer Institute Registration Fee	\$870.00	\$75.00	\$795.00
District Products SUBTOTAL:				\$7,470.00

TOTAL:	\$14,665.00
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Additional Comments:

N/A

AVID Standard Terms and Conditions

This AVID College Readiness System Services and Products Agreement ("Agreement") is entered into by and between AVID Center, a California non-profit corporation ("AVID Center") and ("Client").

Article I. Definitions

1.1. AVID College Readiness System Services and Products Agreement ("Agreement"): The Agreement consisting of these AVID Standard Terms and Conditions, Quote(s), Exhibit(s), and any other applicable, Incorporated addenda.

1.2. AVID College Readiness System: The AVID College Readiness System consists of AVID Elementary, AVID Secondary, and AVID for Higher Education. Client may choose to implement (order) one or more of these components of the AVID College Readiness System as indicated on Quote(s).

- (a) AVID Elementary is a foundational component for elementary sites (grades K-8), designed as an embedded, sequential academic skills resource. It is intended for non-elective, multi-subject, multi-ability level classrooms.
- (b) AVID Secondary consists of the AVID Elective class as the core and content area teachers using AVID strategies as school-wide implementation.
- (c) AVID for Higher Education works with postsecondary institutions to support students with the goal of increasing academic success, persistence and completion rates.

1.3. AVID Materials: Any material, in any medium, printed or electronic, produced by AVID Center as a resource for Client's implementation of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.4. AVID Member Site: Any Client that implements (orders membership corresponding to) AVID Elementary and/or AVID Secondary, or AVID for Higher Education.

1.5. AVID Methodologies: Those methodologies that, when combined, form the core of AVID Elementary, AVID Secondary, or AVID for Higher Education.

1.6. AVID Programs: Other AVID offerings that are supplementary to AVID Elementary, AVID Secondary, or AVID for Higher Education (with the corresponding program indicated in parentheses in this Paragraph). Some of the specific AVID Programs are further defined in a corresponding Exhibit. This list is subject to change without notice: AVID Excel (AVID Secondary); AVID Summer Bridge (AVID Secondary); AVID Weekly (versions for each: AVID Elementary, AVID Secondary, AVID for Higher Education. AVID Elementary and AVID for Higher Education subscriptions are included as part of membership; AVID Secondary subscriptions are included in Middle School and High School Libraries, if so ordered by Client).

1.7. Service and Product Exhibits: The language in Article 9 of the AVID Standard Terms and Conditions that relate specifically to a corresponding service or product ordered on the Quote(s).

1.8. Payment Terms: The terms of when payment is due, as listed on the Quote.

1.9. Quote: The order document that is fully incorporated into this Agreement.

Article II. Period of Agreement

2.1. Term: The Term ("Term") of this Agreement shall be July 01, 2018 to June 30, 2019 unless earlier terminated as provided herein.

Article III. Licenses and Proprietary Rights

3.1. Copyright License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client a non-transferable license, without the right to sublicense, to distribute, reproduce, and display the AVID Materials and AVID Methodologies solely to implement AVID Elementary and/or AVID Secondary, or AVID for Higher Education as ordered on Quote(s), during the period listed in the corresponding Exhibit, and for no other purpose.

- (a) Client may distribute, reproduce, and display the AVID Materials only to appropriate staff and students of the AVID Member Sites listed in Quote(s), for the sole purpose of implementing the specified AVID service or product at the AVID Member Sites and for no other purpose. Client will not permit any of the AVID Materials or AVID Methodologies to be used by anyone other than the AVID Member Sites.
- (b) Further, Client will only distribute, display, photocopy, reproduce or otherwise duplicate, those AVID Materials and AVID Methodologies corresponding to the specific AVID service or product listed for each AVID Member Site in Quote(s). [For example, if Quote(s) specifies both AVID Elementary and AVID Secondary membership at ABC School Site, but only specifies AVID Elementary membership at XYZ School Site, Client will not distribute, display, photocopy, reproduce, duplicate, or otherwise make available the AVID Secondary Materials and Methodologies to XYZ School Site.]
- (c) Client and any AVID Member Sites will not distribute, display, photocopy, reproduce or otherwise duplicate, all or any part of the AVID Materials or AVID Methodologies to anyone other than the AVID Member Sites without AVID Center's prior written consent.
- (d) Should Client wish to make any of the AVID Materials or AVID Methodologies accessible to its AVID Member Sites through the Internet, it will do so on a password-protected website, and it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to the website.
- (e) Should Client wish to make electronic versions of any of the AVID Materials or AVID Methodologies available for

download by its AVID Member Sites, it will ensure that only appropriate staff and students of the AVID Member Sites are allowed access to those materials, and it will require that those staff and students agree not to distribute, reproduce, display, or transfer those materials to anyone other than appropriate staff and students of the AVID Member Sites before downloading those materials.

(f) Client and any AVID Member Sites shall not modify or otherwise alter the AVID Materials or AVID Methodologies in any way, or create or distribute any derivative works of the AVID Methodologies or the AVID Materials in any way. Client also agrees not to use or adopt the AVID Methodologies or AVID Materials with respect to any educational or other program except solely to implement AVID under the provisions of this Agreement.

(g) Client and any AVID Member Sites acknowledge that they do not have the right to sell, sublicense, transfer, or lease any of the AVID Materials or AVID Methodologies to any person or entity.

3.2. Trademark License: Subject to Client's performance of all the provisions of this Agreement, AVID Center hereby grants to Client during the Term a non-exclusive, non-transferable, indivisible license, without the right to sublicense, to use the AVID trademarks (collectively "AVID Trademarks"), (a) only as they are incorporated in the AVID Materials, and (b) only on advertising flyers and written promotional materials created by Client or the AVID Member Sites listed in Quote(s) in order to promote and implement AVID at those AVID Member Sites. Client agrees that it will use its best efforts to use the AVID Trademarks in a professional manner in order to preserve and enhance AVID Center's substantial goodwill associated with the AVID Trademarks. Client agrees that it or its AVID Member Sites will not use any of the AVID Trademarks as a corporate or business entity name, as a fictitious business name or as a trade name, and will not use any name in such capacity that is confusingly similar to the AVID Trademarks. Client further acknowledges and agrees that it and its AVID Member Sites cannot modify or otherwise alter any of the AVID Trademarks or use any other designs or logos in conjunction with its use of the AVID Trademarks. Client cannot use the AVID Trademarks for any educational or other program other than to implement AVID at the Member Sites listed in Quote(s) consistent with the above license. Client and its AVID Member Sites will always use the proprietary symbol ® immediately adjacent to the respective AVID Trademarks as noted above with respect to their use of the AVID Trademarks. If Client or its Member Sites desire to use or place the AVID Trademarks on any products, things, or other merchandising items in order to promote AVID, it must first seek and obtain permission from AVID Center by completing AVID Center's Request to Use AVID Center Trademark Form and complying with any of AVID Center's conditions for approval. Any such additional uses of the AVID Trademarks approved by AVID Center shall also be subject to the terms of this license and the other provisions of this Article III.

3.3. Rights Reserved: Notwithstanding anything to the contrary in this Agreement, all rights not specifically granted

in this Agreement to Client shall be reserved and remain always with AVID Center.

3.4. Proprietary Rights: The parties agree that AVID Center shall solely own and have exclusive worldwide right, title and interest in and to the AVID Trademarks, AVID Materials and AVID Methodologies, to all modifications, enhancements and derivative works thereof, and to all United States and worldwide trademarks, service marks, trade names, trade dress, logos, copyrights, rights of authorship, moral rights, patents, know-how, trade secrets and all other Intellectual and Industrial property rights related thereto ("Intellectual Property Rights"). Client shall not challenge, contest or otherwise impair AVID Center's ownership of the AVID Trademarks, AVID Materials or AVID Methodologies, or any of AVID Center's applications or registrations thereof, or the validity or enforceability of AVID Center's Intellectual Property Rights related thereto. Client also agrees not to submit any applications or otherwise attempt to register for itself or others any of the AVID Trademarks, AVID Materials or AVID Methodologies.

3.5. Enforcement: The parties agree that except to the limited extent expressly set forth in Paragraphs 3.1 and 3.2 above, AVID Center will be irreparably harmed and money damages would be inadequate compensation to AVID Center in the event Client breaches any material provision of Article III. Accordingly, all of the provisions of this Agreement shall be specifically enforceable by injunctive and other relief against Client without the requirement to post a bond, in addition to any other remedies available to AVID Center, for Client's breach of any provision of this Agreement.

3.6. Proprietary Notices: Client agrees not to remove, alter or otherwise render illegible any trademark, copyright or other proprietary right notices or other identifying marks from the AVID Materials or any permitted copies thereof.

3.7. Infringement: Client agrees to notify AVID Center of any conduct or actions on the part of third parties of which it becomes aware that might be deemed an infringement or other violation of AVID Center's rights in the AVID Trademarks, AVID Materials or AVID Methodologies. In such an event, AVID Center shall have the sole right to bring an action for infringement or other appropriate action with respect thereto. AVID Center shall exclusively control the prosecution and settlement of any such action. Client agrees to fully cooperate with AVID Center in any such action and provide AVID Center with all information and assistance reasonably requested by AVID Center.

3.8. Compliance with Laws: Client agrees that the AVID Trademarks, AVID Materials and AVID Methodologies will be used in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over Client and its educational programs.

3.9. Data Collection: On at least an annual basis, according to the timeline established by AVID Center, Client shall collect data pertaining to student demographics, course enrollment, site characteristics and related outcomes specified by AVID Center and provide that data to AVID Center via their secure web portal. Client shall also submit such

Individual student academic and disciplinary data concerning AVID participants as AVID Center may specify. AVID Center's data collection process conforms to the privacy protections specified in the federal Family Educational Rights and Privacy Act (FERPA). AVID Center will maintain as confidential any personally identifiable student information or information that is privileged or confidential under federal or state law and that is conspicuously marked by Client as "privileged" or "confidential" before Client delivers to AVID Center. AVID Center will destroy all individual student data when it is no longer needed for reporting purposes. Client reserves the right to withhold, revise, and/or edit certain confidential data such as student names, Social Security numbers and any other information the disclosure of which would violate FERPA. AVID Center agrees not to use any of the data collected under this Section 3.6 in a manner that would violate, or cause Client to violate, any applicable provision of FERPA.

3.10. Sole Source: AVID Center affirms that it is the sole source of the AVID College Readiness System to which competition may be precluded due to the existence of a patent, copyright, secret process, or monopoly. AVID Center's sole source development includes intellectual property—copyrights and trademarks—in the AVID Materials, licensing for reproduction of student activity sheets associated with the curriculum, technical assistance, training to teachers and administrators, and coordination of the AVID College Readiness System through consultation, data collection, and certification processes.

Article IV. Compensation

4.1. Quotes—Involving and Payment: During the Term of this Agreement, Client may request Quote(s) for AVID services and/or products. Client indicates its acceptance of a Quote by signing the respective Quote or issuing a Purchase Order in the amount of the Quote. Should Client issue Purchase Order(s) for such Quote(s), the terms and conditions of this Agreement shall control for all Purchase Orders; no terms and conditions on Purchase Orders will apply to any part of this Agreement. AVID Center will invoice Client and payment is due according to the terms listed in the accepted Quote(s).

Article V. Status of Parties

5.1. Independent Contractors: AVID Center and Client are independent contractors and their relationship is that of a licensor and licensee. This Agreement is not intended to create a relationship of employment, agency, partnership, joint venture, or similar arrangement between the parties. Neither party shall have any power or authority to bind or commit the other party in any respect, contractually or otherwise. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party.

Article VI. Authority

6.1. AVID Center Authority: AVID Center represents that the person signing this Agreement is authorized to enter into this Agreement on behalf of the non-profit AVID Center and to bind AVID Center to perform all of its obligations under this Agreement.

6.2. Client Authority: Client represents that it has obtained all necessary approvals and taken all necessary steps to enter into this Agreement. The person signing on behalf of Client represents that he or she has the authority to enter into this Agreement on behalf of Client and to bind Client to perform all of its obligations under this Agreement.

Article VII. Termination

7.1. Termination for Cause: Subject to the last sentence of this Paragraph 7.1, either party has the right to terminate this Agreement at any time if the other party is in material breach of any warranty, term, condition or covenant of this Agreement and (i) fails to cure that breach within thirty (30) days of receiving notice from the non-breaching party which specifies such material breach and demands cure thereof, or (ii) fails to provide the non-breaching party assurance that the breach will be cured within a longer period of time which is acceptable to the non-breaching party. In the case of a breach by Client that is not cured as described above, AVID Center shall have the right to terminate Client's right to conduct all or part of an AVID product or service at one or more specific AVID Member Sites, by giving written notice to Client of the sites so terminated, without terminating this Agreement with respect to the other products or services at the particular AVID Member Site and/or other AVID Member Site(s) subject to this Agreement. Any termination under this Paragraph 7.1 will become effective automatically upon expiration of the cure period in the absence of a cure or mutually agreed-upon resolution. Notwithstanding the foregoing, any material breach by Client, which is further defined as a breach of any of the provisions of Article III, shall be deemed non-curable and AVID Center shall have the right to immediately terminate this Agreement upon such material breach by Client.

7.2. Termination Without Cause: Notwithstanding Paragraph 7.1 above, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

7.3. Cessation of Use: Upon termination or expiration of this Agreement: (a) the licenses in Article III shall automatically terminate and revert to AVID Center, (b) Client shall thereafter immediately discontinue AVID in all of its school sites and cease using the AVID Materials, AVID Methodologies, or AVID Trademarks in any way, and (c) Client shall pay any unpaid balances to AVID Center and remain liable for its obligations or other actions that accrued or occurred prior to the termination date.

7.4. Cumulative Remedies: All rights and remedies conferred herein shall be cumulative and in addition to all of the rights and remedies available to each party at law, equity or otherwise. In addition, Paragraphs 3.3, 3.4, 3.5, 3.6, 4.1, and all of the provisions of Articles VII and VIII shall survive the termination or expiration of this Agreement.

Article VIII. General Provisions

8.1. Governing Law and Venue: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, then (i) if AVID is the party initiating the action (e.g., as plaintiff), this Agreement shall be interpreted under the law of the State in which Client is located, the action shall

be submitted to the exclusive jurisdiction of the applicable court in the city and State where Client is located and venue for the action shall be that city and State; and (ii) if Client is the party initiating that action (e.g., as plaintiff), this Agreement shall be interpreted under California law, the action shall be submitted to the exclusive jurisdiction of the applicable court in San Diego, California, and venue for the action shall be San Diego, California.

8.2. Entire Agreement: All Quotes, Exhibits, and other addenda to this Agreement are fully incorporated herein. This Agreement, including all addenda, constitutes the entire agreement between the parties regarding this subject matter hereof and supersedes all prior oral or written agreements or understandings regarding this subject matter. This Agreement can only be amended by a written document signed by both parties.

8.3. Limitation of Liability: NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO THIS AGREEMENT, THE BREACH THEREOF, THE USE OR THE INABILITY TO USE THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, THE RESULTS GENERATED FROM THE USE OF THE AVID COLLEGE READINESS SYSTEM SERVICES AND PRODUCTS, LOSS OF GOODWILL OR PROFITS AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

8.4. Force Majeure: Neither party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

8.5. Severability: If any provision of this Agreement is judicially determined to be invalid, void or unenforceable, the remaining provisions shall remain in full force and effect.

8.6. Attorney Fees: In the event a dispute arises regarding this Agreement and a legal proceeding is brought by either party, each party shall be responsible for paying their own attorney fees regardless of the outcome or resolution of the dispute.

8.7. No Assignment, Delegation or Transfer: Client acknowledges that the favorable terms of this Agreement were granted solely to Client, and that the substitution of any party by Client would destroy the intent of the parties. Accordingly, Client shall have no right to assign, delegate, transfer or otherwise encumber this Agreement or any portion thereof without AVID Center's prior written consent, which can be withheld in its sole discretion.

8.8. Notice: All notices, requests or other communications under this Agreement shall be in writing, shall be sent to the designated representatives of the parties at the addresses set forth in Quote(s), and shall be deemed to have been duly given on the date of service if sent by facsimile or electronic mail, or on the day following service if sent by overnight air courier service with next day delivery and with

written confirmation of delivery, or five (5) days after mailing if sent by first class, registered or certified mail, return receipt requested. Each party is required to notify the other party in the above manner of any change of address.

8.9. Counterparts: This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

8.10. Waiver: The failure of a party to enforce any of its rights hereunder or at law or in equity shall not be deemed a waiver or a continuing waiver of any of its rights or remedies against the other party, unless such waiver is in writing and signed by the party to be charged.

8.11. Facsimile and Electronic Signatures: The parties hereto (i) each agree to permit the use, from time to time and where appropriate under the circumstances, of signatures sent via facsimile or electronically in a .pdf file or other digital format in order to expedite the transaction(s) contemplated by this Agreement; (ii) each intend to be bound by its respective signature sent by that party via facsimile or electronically in a .pdf file or other digital format; (iii) are each aware that the other, and the other's agents and employees, will rely on signature pages sent via facsimile or electronically in a .pdf file or other digital format; and (iv) each acknowledge such reliance and waive any defenses to the enforcement of this Agreement or of other documents effecting the transactions contemplated by this Agreement based on the signature page being a facsimile, .pdf copy or other digital format. The parties covenant to each other that each time they send a signature page via facsimile or electronically in a .pdf file or other digital format; they will in a timely manner send the other party the countersigned signature page(s).

Article IX. Services and Products Exhibits

9.1 AVID Excel Participation:


- (a) **AVID Excel:** AVID Excel is a middle school program designed to increase the college readiness of designated English Language Learner students. The goal of AVID Excel is to interrupt students' path to long-term ELL status, accelerate their academic language acquisition, and place them in AVID and college preparatory coursework.
- (b) **AVID Excel Participation:** By signing the Quote and paying the associated Participation Fee for each participating site and a one-time curriculum fee per site, Client and their school sites listed in the Quote will be considered AVID Excel "Participant(s)." Participation runs concurrently with the Term of this Agreement.
- (c) **AVID College Readiness System and Materials:** Participation entitles Client to implement AVID Excel only at the Participant school sites listed in the Quote and to use the licensed AVID trademarks, copyrights and other intellectual property strictly for the Client's AVID Excel participation pursuant to the provisions of this Agreement.
- (d) **AVID Center Support:** AVID Center agrees to provide support to Client through AVID Center's national and/or divisional offices. Participation includes support from AVID Center's national office in the following ways:

- Access to resources, including but not limited to: recruiting documents, coaching materials, and training modules,
 - Access to updates of curriculum and other resources,
 - Access to phone, email, web conference support tailored to AVID Excel,
 - Coordination with Client to collect, report, and analyze data from Participant schools,
 - Access to ongoing AVID Excel development through various professional learning sessions and workshops,
 - Permission/license to use the AVID Trademarks and other intellectual property as described in the AVID Standard Terms and Conditions,
 - Electronic newsletters and access to the resources available through the password-protected MyAVID area of AVID Center's website.
- (e) **Licensing Benefits:** Participation includes a license to use the AVID Trademarks to promote Client's implementation of AVID Excel, to use and implement the AVID Methodologies, and to copy the student activity sheets from the AVID Materials at the school sites listed as Participants (sites purchasing Participation fee) in the Quote for educational purposes relating to AVID, all pursuant to the provisions of this Agreement. Licensing runs concurrently with the Term of this Exhibit.
- (f) **Annual Participation/License Fee:** Client agrees to pay AVID Center an annual Participation fee for each Participant site according to the pricing schedule set forth in the Quote.
- (g) **AVID Methods:** Client agrees to implement AVID Excel according to AVID guidelines and teaching methodologies (collectively "AVID Methodologies") set forth in the AVID publications, guidebooks and materials (collectively "AVID Materials") or otherwise established by AVID Center, as the same may be modified and/or updated by AVID from time to time at AVID's discretion. Client will not materially deviate from the AVID Methodologies without the prior written consent of the Executive Director of AVID Center. Client is responsible for each of its school sites' compliance with this Agreement.
- (h) **Student Selection:** Client agrees to select students for AVID's Excel in accordance with the selection criteria established in the AVID Excel recruiting process. Student Selection criteria may be modified and/or updated by AVID from time to time at AVID's sole discretion.
- (i) **AVID Excel District Leader:** In order to disseminate AVID effectively and to build a strong district AVID Excel program, AVID Center coordinates professional learning and networking with district leaders known as AVID Excel District Leaders. The primary role of the AVID Excel District Leader is to coordinate support for AVID Excel within Client's School System. These individuals accept responsibility for ensuring the implementation of the AVID Excel program components according to the AVID Methodologies and for facilitating the development of site conditions that ensure effective AVID Excel participation. The AVID Excel District Leader is required to be present at both the Professional Learning/Site Visitation Days for Years 1 and 2. Client agrees to maintain, at its expense, at least one district-level AVID Excel District Leader.
- (j) **District Virtual Professional Learning:** Client agrees to purchase and attend virtual professional learning in the district's first and second year of participation. Each year, Client's Participant sites attend approximately 5 hours of virtual professional learning. District Virtual Professional Learning is available for content-area teachers who teach AVID Excel students.
- (k) **District On-Site Professional Learning/Site Visitation Days:** Client agrees to purchase and participate in two (2) Professional Learning/Site Visitation Days in each of the district's first and second year of participation. A representative from AVID Excel will observe participating classrooms and meet with the building administrators, the AVID Excel District Leader, and AVID Excel teachers to discuss progress and provide support needed by the site and the AVID Excel District Leader.
- (l) **Summer Institute:** Client agrees to register and attend an AVID Summer Institute in the first year of participation for the AVID Excel District Leader in addition to a site team with a minimum of (6) six members per Participant site. The site team will include AVID Excel teachers, building administrator(s), AVID Excel content area teacher, and others such as the English language learner site/district coordinator or counselors. In Years 2 and 3 of participation, the AVID Excel District Leader is required to attend in addition to a site team with a minimum of two (2) members, including the AVID Excel site administrator and AVID Excel teacher, unless there are multiple AVID Excel teachers, in which case all must attend.
- (m) **AVID Excel Curriculum Set(s):** Client agrees to purchase at least four (4) complete AVID Excel Curriculum Sets for each site in their initial year of participation of AVID Excel and one (1) complete AVID Excel Curriculum Set for the district office. Participant sites in their second year and beyond will continue to have access to the AVID Excel Curriculum materials electronically throughout their participation. AVID Excel Curriculum Set prices are set forth in the Quote. Client shall be entitled to use AVID Excel Curriculum Sets only at the specific school sites listed in the Quote for which the materials were originally purchased. AVID Excel Curriculum Sets are non-transferable. Client and its individual AVID school sites agree to ensure that each AVID Excel classroom has adequate AVID curriculum materials. The use of the AVID Excel Curriculum Sets, which are part of the AVID Materials, will also be subject to the provisions of the AVID Standard Terms and Conditions.
- (n) **Curriculum Shipment:** AVID Center will ship AVID Excel curriculum libraries upon full execution of the Quote, once materials are in stock, upon Client provision of purchase order or form of payment (unless indicated otherwise on the Quote) and in accordance with the delivery date requested by Client as indicated on the Quote as the


"Requested Delivery Date". The Client confirms that this date reflects the best time for receipt of shipment. Client should allow one week on either side of the Requested Delivery Date as unforeseen circumstances may occur in the supply chain. Please allow additional time if Requested Delivery Date is within three (3) weeks of AVID Center's receipt of a fully executed copy of this Agreement. The Requested Delivery Date is provided for Client's convenience only. AVID Center's collection and Client's provision of such date does not constitute an affirmation of fact or promise, nor does it create an obligation of law or in equity on behalf of AVID Center if materials do not arrive within the given timeframe. Client agrees that AVID Center makes no remedial promise and does not expressly intend to create a warranty or guarantee for any loss or damage, whether material or immaterial, arising from the late or early shipment of materials. AVID Center will send curriculum via standard ground delivery service. Any request by the Client to expedite shipping will be at the expense of the Client and subject to availability of the item(s) ordered.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates below their signatures, but such dates shall not alter the Term of this Agreement as specified herein:

AVID Center,
a California Non-Profit Corporation
501(c)(3)

Signature: 
Print Name: David Greulich
Title: Controller
Date: 2/12/2018 | 7:13 AM PST

AVID Center
9797 Aero Drive, Suite 100
San Diego, CA 92123
Employer ID # 33-0522594

DocuSigned by:

Signature: Oscar Hernandez
Print Name: Oscar Hernandez
Title: Assistant Superintendent
Date: 2/11/2018 | 6:44 PM PST

9.4



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.4 Approving Resolution No. 1718-25 to Request Bids (#18-01) for Pupil Field Trip Transportation Services
Access	Public
Type	Action
Fiscal Impact	Yes
Budgeted	Yes
Budget Source	Transportation
Recommended Action	It is recommended that Resolution No. 1718/25 be approved to request bids for transportation for pupil field trips.
Goals	<p>Goal 4-Prepare students to be college and career ready through technology and innovation that facilitates collaboration, creativity, critical thinking and communication.</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Kristen Pifko

Rationale:

Education Code Section 39802 provides that school districts must award pupil transportation contracts worth more than ten thousand dollars (\$10,000) by competitive bidding in accordance with Public Contract Code Sections 20111 and 20112. However, Education Code Section 39802 permits school districts to award contracts for transportation services to other than the lowest bidder.

Rio School District (the "District") maintains its own bus fleet for home-to-school and school-to-home pupil transportation, but occasionally needs to charter buses for field trips. For example, in the 2016-2017 academic year, the District had 22 chartered trips for a total of 214 hours. The District would like to update its pupil field trip transportation contracts to ensure compliance with current insurance requirements and related matters. To that end, District administration caused the attached Request for Bids for Pupil Field Trip Transportation Services (the "RFB") to be prepared. The RFB seeks competitive bids for field trip transportation services in compliance with Education Code Section 39802 and Public Contract Code Sections 20111 and 20112. In accordance with industry standard best practices, the RFB contemplates that the District may award multiple contracts to minimize the risk that planned activities will have to be canceled or rescheduled due to lack of transportation. The contract term would be five years, commencing May 1, 2018 and ending April 30, 2023, with the possibility of renewal on the same terms set forth in the RFB. Any recommended contract award(s) will be brought back to the Board of Trustees for approval.

[Resolution 1718-25.pdf \(432 KB\)](#)

[RSD Pupil Transportation RFB - final 2018.2.13 with exh.pdf \(1,896 KB\)](#)

RIO SCHOOL DISTRICT

RESOLUTION NO. 1718-25

**APPROVING REQUEST FOR BIDS #18-01
PUPIL FIELD TRIP TRANSPORTATION SERVICES**

WHEREAS, California Public Contract Code (“Public Contract Code”) Section 20111 provides that the governing board of any school district shall competitively bid certain contracts for services, including transportation services, and award the contract to the lowest responsible bidder who shall give security as the board requires, or else reject all bids; and

WHEREAS, in order to secure bids, Public Contract Code Section 20112 requires school districts to publish a notice calling for bids at least once a week for two weeks in some newspaper of general circulation published in the district, and permits the school district to post the notice on the district’s website or through an electronic portal; and

WHEREAS, California Education Code (“Education Code”) Section 39802 states that the governing board of a school district shall secure bids in compliance with Public Contract Code Sections 20111 and 20112, except that Education Code Section 39802 expressly allows a school district to award the contract for service to other than the lowest bidder; and

WHEREAS, Rio School District (the “District”) currently maintains its own fleet of buses for home-to-school and school-to-home pupil transportation, but occasionally needs to charter buses for field trips; and

WHEREAS, the District’s administration caused that certain Request for Bids # 18-01 – Pupil Field Trip Transportation Services (the “RFB”), which is attached hereto as Exhibit “A” and incorporated herein by this reference, to be prepared for the purpose of seeking qualified contractors that can provide pupil field trip transportation services for a period of five years, subject to renewal on the same terms and conditions with both parties’ consent, pursuant to Education Code Section 39802; and

WHEREAS, in accordance with industry standard best practices, the RFB contemplates that the District may, but is not obligated to, award multiple contracts in order to minimize the risk that planned activities will have to be canceled or rescheduled due to lack of transportation; and

WHEREAS, if the RFB is approved by the District’s Board of Trustees (the “Board”), then the District’s administration intends to publish the notices required by Public Contract Code Section 20112, obtain and evaluate any timely bids, and make a recommendation to the Board regarding the award of one contract or more than one contract for pupil field trip transportation services for the District, commencing approximately May 1, 2018 and ending approximately April 30, 2023; and

WHEREAS, the California Environmental Quality Act (California Public Resources Code Sections 21000, *et seq.*) (“CEQA”) requires “lead agencies” to identify the significant environmental impacts, if any, of any activities that constitute a “project” and, if feasible, to avoid or mitigate those impacts; and

WHEREAS, pursuant to California Code of Regulations, Title 14, Section 15061(b)(3), CEQA only applies to projects which have the potential to cause a significant effect on the environment, and where it can be ascertained with certainty that an activity will not have a significant effect on the environment, the activity is not subject to CEQA; and

WHEREAS, any new field trip transportation contracts will not have any significant effect on the environment because the contracts will continue the District’s existing field trip programs, which chartered programs in academic school year 2016-2017 involved a total of 22 trips at a total of 214 hours with an average trip length of 6.75 hours; the contracts may involve slight increases in the number and/or length of trips but are not anticipated to involve any significant increases in the number or length of trips; and the contracts do not involve any new construction or any new physical changes to the environment; therefore, any contracts contemplated under the RFB are exempt from CEQA pursuant to California Code of Regulations, Title 14, Section 15061(b)(3);

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby elects to seek qualified contractor or qualified contractors to provide field trip transportation services to the District, and, to that end, the Board hereby approves the RFB.
3. The Board directs the District’s administration to ensure that proper notice of the RFB is published and otherwise publicized. The Board also delegates authority to the Superintendent, or the Superintendent’s designee, to take such further action as may be required to effectuate the purpose of this Resolution, including, but not limited to, filing any notices of exemption related to the CEQA findings set forth in this Resolution.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 21st day of February, 2018 by the following vote on roll call:

AYES:
NOES:
ABSENT:
ABSTAIN:

Joe Esquivel, President of the Board of Trustees

Eleanor Torres, Clerk of the Board of Trustees

EXHIBIT "A"

**REQUEST FOR BIDS #18-01
PUPIL FIELD TRIP TRANSPORTATION SERVICES**



Request for Bids #18-01 Pupil Field Trip Transportation Services

DATE ISSUED:	February 23, 2018
DATE ADVERTISED:	February 23, 2018
	March 2, 2018
PRE-BID MEETING:	March 14, 2018 at 10:00 a.m. PT
LAST DAY FOR QUESTIONS:	March 16, 2018 at 10:00 a.m. PT
BIDS DUE:	March 21, 2018 at 10:00 a.m. PT
DELIVER BIDS TO:	Rio School District
	2500 E. Vineyard Avenue, Suite 100
	Oxnard, California 93036
	Attn.: Kristen Pifko, Asst. Superintendent
	kpifko@rioschools.org

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PART I – NOTICE INVITING BIDS

RIO SCHOOL DISTRICT REQUEST FOR BIDS #18-01 – PUPIL FIELD TRIP TRANSPORTATION SERVICES

NOTICE IS HEREBY GIVEN that Rio School District (“District”), located in the City of Oxnard, County of Ventura, State of California, will receive up to, but no later than, **10:00 a.m., on March 21, 2018** (the “Bid Deadline”), sealed bids to meet the District’s transportation services needs as set forth in RFB #18-01 – Pupil Field Trip Transportation Services (the “RFB”).

1. Overview. District intends to retain a qualified provider or qualified providers for the provision of bus transportation services for District’s field trips. The contract term will be five (5) years, commencing on May 1, 2018, with possible renewal. The RFB is issued pursuant to applicable law, including, but not limited to, the Public Contract Code and Education Code Section 39802.
2. Mandatory Meeting. A mandatory pre-bid meeting is scheduled for **March 14, 2018 at 10:00 a.m. PT**, in the District Office, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036. Bids will not be accepted from providers who do not attend the pre-bid meeting.
3. Compliance with RFB Requirements. All bids shall be in the format specified by District. Each bid must be responsive to the general conditions and other documents in the RFB. Bids shall include labor, materials and all other items required for performance under the RFB.
4. Delivery of Bids. On or before the Bid Deadline, bids must be delivered by hand or by mail to District, Attn: Kristen Pifko, Assistant Superintendent, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036, or electronically delivered *via* email to kpifko@rioschools.org. All bids must be clearly marked RFB #18-01 – PUPIL FIELD TRIP TRANSPORTATION SERVICES. Late bids, oral bids and facsimile bids shall be rejected as non-compliant with the RFB.
5. Further Information. Interested parties may request a bid package by telephone at (805) 485-3111 or by email at kpifko@rioschools.org. Alternatively, prospective bidders can download the bid package by visiting <https://rioschools.org/departments/business-services/> and clicking the link for RFB #18-01. Any questions related to the RFB must be emailed to kpifko@rioschools.org by **March 16, 2018 at 10:00 a.m. PT**. At no time shall any bidder contact any District representative or District personnel for the purpose of gaining an unfair advantage or influencing the bidding process. Any contact by a bidder with a District representative or employee, except those as designated herein, may be deemed as an inappropriate contact. Such contact could subject the bidder to disqualification from the bid process.

6. Bid Review. Bidders shall be announced publicly. District shall be the sole judge of the merits and qualifications of all bids. District expressly reserves the right to select the bid or bids in the best interest of District, in accordance with applicable law. Bids shall not be withdrawn for a period of one hundred eighty (180) calendar days after the bid opening. District reserves the right to accept or reject any or all bids, or any parts thereof, and to waive any informalities or irregularities in any bid and/or the bidding process.

Ventura County Star Publication Dates: February 23, 2018 and March 2, 2018

PART II: SUMMARY

1. Introduction

The intent of this Request for Bids #18-01 – Pupil Field Trip Transportation Services (this “RFB”) is to select a qualified bidder or qualified bidders to meet the student field trip transportation needs of Rio School District (“District”). The provider(s) shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to provide the services herein described. These services are to be performed at such times and places as directed by and subject to the approval of the authorized District representative. This RFB process is in accordance with the procedures set forth in applicable law, including the Education Code, Public Contract Code, and Government Code. District reserves the right to let the Contract for services to other than the lowest bidder as permitted by applicable law. (See, e.g., Education Code § 39802.)

2. Brief Description of District

District is located in the City of Oxnard (the “City”), County of Ventura (the “County”), State of California (the “State”). District covers approximately 15.5 square miles, including a portion of the City and certain unincorporated territory in the County. Currently, District provides K-8 public education to more than 5,050 students in five elementary schools, one kindergarten to eighth grade academy, and two middle schools. District is governed by a Superintendent and a five (5)-member Board of Trustees (“Board”).

3. Brief Description of Requested Services

For the purposes of this RFB, District desires to execute a contract or contracts for the provision of pupil field trip bus transportation services, as needed and in accordance with the minimum requirements stated herein. For the 2016-2017 school year, District had 22 chartered trips, for a total of 214 hours. The average trip length was approximately 6.75 hours. Data is still being compiled for the 2017-2018 school year. District aims to enter into a five (5)-year Contract, commencing May 1, 2018 and ending April 30, 2023, with possible renewal on the same terms set forth in this RFB, upon the mutual written agreement of the parties. Notwithstanding the foregoing, the Contract will be subject to fiscal year funding. District expressly reserves the right to award contracts to more than one provider.

4. Overview of RFB Requirements

In order to be deemed fully responsive, bidders must meet the minimum requirements as set forth in this RFB. Non-conforming proposals and incomplete proposals may be rejected. Therefore, bidders should read the entire RFB, and carefully and thoroughly complete all RFB documents.

The successful bidder(s) shall furnish all tools, equipment apparatus, facilities, transportation, labor and material necessary to provide the services herein described. The costs set forth in the bid shall be all-inclusive. The services of the successful bidder(s) shall be performed at such times and places as directed by and subject to the approval of the authorized District representative. District shall only accept proposals from bidders that have been awarded contracts for services similar to those called for in this RFB. District is particularly interested in obtaining proposals from bidders that have a verifiable record of successful performance with State government entity contracts, with an emphasis on successful public school district or county office of education contracts. Accordingly, bidders must provide three references, at least two of which must be public school districts or county offices of education located in the State.

District expressly reserves the right to select the bid or bids in the best interest of District, in accordance with applicable law. District reserves the right to reject any and all proposals, and to waive any irregularities or informalities in any bid, or any portion thereof, and/or in the bidding process.

5. Overview of RFB Timeline

For the convenience of prospective bidders, an overview of the current timeline for this RFB is set forth below. This timeline may be adjusted by addenda to this RFB.

RFB Item	Date (and time, if applicable)
RFB Issue Date	February 23, 2018
Bid advertisements	February 23, 2018 and March 2, 2018
Mandatory pre-bid meeting	March 14, 2018 at 10:00 a.m. PT
Deadline for bidder questions	March 16, 2018 at 10:00 a.m. PT
Bid Deadline	March 21, 2018 at 10:00 a.m. PT
Anticipated Notice of Intent to Award	March 28, 2018
Protest Deadline	April 2, 2018 at 10:00 a.m. PT
Protest Reply Deadline	April 5, 2018 at 10:00 a.m. PT
Anticipated Protest decisions	April 11, 2018
Anticipated Contract award	April 18, 2018
Anticipated start of Contract	May 1, 2018

6. Bidders' Checklist

Bidders should review the entire RFB package, which will comprise the Contract for the successful bidder(s). However, bidders should not submit the entire RFB package with their bids. Please find below a list of the documents that bidders must submit with their bids.

- Exhibit A – Bid Proposal Form
- Exhibit B – Bid Questionnaire (and any requested attachments)
- Exhibit C – References
- Exhibit D – Bid Bond, including Surety Information
- Exhibit E – Required Bid Forms
 - E-1: Certification Regarding Debarment, Suspension or Other Ineligibility
 - E-2: Non-Collusion Declaration
 - E-3: Certification Regarding Iran Contracting Act

This above list is provided as a courtesy to bidders. District is not responsible for the inaccuracy or incompleteness of the above list. Bidders should carefully review this RFB to ensure that they have submitted all the materials necessary to comprise a complete bid. As set forth herein, bidders must use District's forms. Bidders shall not alter, copy and paste, or modify District's forms. District reserves the right to reject the bid of any bidder who modifies, copies and pastes, or otherwise modifies any District forms.

END OF SUMMARY

PART III: NO-BID FORM

Bidders: Please return this form only if you are not submitting a bid for RFB #18-01 – Pupil Field Trip Transportation Services.

In accordance with applicable law and policies, District aims to procure the best supplies, equipment and services at the lowest possible prices. In furtherance of its competitive bidding goals, District encourages feedback from bidders that elect not to respond to RFBs and RFPs. This feedback helps District improve future solicitations for commodities and services. District requests all bidders that elect not to bid on this RFB to please complete the below form and return it to District by the Bid Deadline. Thank you in advance for your cooperation in this endeavor.

Bidder's Name: _____

Bidder's Address: _____

Authorized Representative (Name and Title): _____

Telephone: _____ Email: _____

Reasons for not bidding at this time: _____

Do you wish to receive similar RFB/RFP notices in the future? Yes No

Type or Print Name

Signature

Date

PART IV: INSTRUCTIONS

These RFB Instructions (these "Instructions") have been prepared on behalf of District. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in other parts of this RFB.

1. **RFB Integral to Contract.** Bidders shall carefully review this RFB, including, but not limited to, the Notice Inviting Bids, Summary, these Instructions, the General Conditions, Carrier Agreement, any Addenda, and any and all forms. In the event of a bid award, this entire RFB shall be incorporated by reference into the Carrier Agreement, which collectively shall comprise the Contract between the successful bidder and District. The failure of a bidder to understand the conditions in and under which the services contemplated hereunder are to be performed, or to examine and understand any part of this RFB, shall not relieve the bidder from any obligations under this RFB. If a bidder is in doubt as to the true meaning of any part of this RFB, or finds any conflict, omission or other discrepancy in any part of this RFB, the bidder must submit to District a written request for an interpretation, clarification or correction of this RFB, all in accordance with the procedures set forth in paragraph 34 of these Instructions. The submission of a bid shall be deemed and construed as a representation and warranty by bidder that the bidder understands and agrees with this RFB. Furthermore, by submitting a bid, each bidder agrees that, if awarded the Contract, the bidder shall (a) timely execute the Contract, and (b) comply with all the terms and conditions set forth in this RFB.

2. **General Conditions.** The General Conditions further explain the services contemplated under this RFB.

3. **Mandatory Pre-Bid Meeting.** A mandatory pre-bid meeting is scheduled for **March 14, 2018 at 10:00 a.m. PT**, at the District office, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036. Bids will not be accepted from providers who do not attend the pre-bid meeting.

4. **Use of District Forms Mandatory.** To assure uniformity in this RFB, bidders are required to use only those forms included in this RFB. Bidders shall not copy and paste, modify or alter the forms in any manner whatsoever. For example, bidders shall not copy and paste the forms included in this RFB into a Word document, complete the Word document, and then submit the Word document to District. District reserves the right to reject any proposal that contains copied, modified or alternate bid forms. If the forms included in this RFB request additional information from the bidder, the bidder may submit such additional information on the bidder's own forms.

5. **Contents of Bid.** Each bid must demonstrate the qualifications of the bidder; provide evidence of the bidder's capacity to successfully perform the Contract; and specify

the model, make and any additional required information about the proposed vehicles. To accomplish the foregoing, bids shall include the following information.

a. **Cover Letter.** Submit a cover letter that: (i) states the RFB number and name, (ii) states the name of the company submitting the proposal, (iii) affirms that the company is validly existing and in good standing in the State, (iv) provides a very brief overview of the company's qualifications, (v) confirms that the proposal is irrevocable for a period of one hundred eighty (180) days, (vi) states an acceptance of this RFB's terms and conditions, and (vii) offers any additional information appropriate for the cover letter. The cover letter should be a well written, concise introduction to the proposal.

b. **Exhibit A: Bid Proposal Form.** Bidders shall fully complete, sign and submit the Bid Proposal Form included in this RFB as Exhibit "A."

c. **Exhibit B: Bid Questionnaire.** Bidders shall fully and accurately complete the "Bid Questionnaire" included in this RFB as Exhibit "B" and submit the completed Bid Questionnaire with their bids. The information provided therein will be used to evaluate each bidder's qualifications to carry out satisfactorily the terms of the Contract. Any errors, omissions, or fraudulent information may be considered as a basis for the rejection of the bid and may be grounds for the cancellation of any subsequent agreement executed as a result of this RFB. Bids submitted without a completed Bid Questionnaire shall be rejected as non-responsive. Do not leave any questions blank. If the item is not applicable, insert "n/a." Attach additional information and documentation as instructed on the form.

NOTE: Carefully review and answer all questions in the Bid Questionnaire. Some answers in the Bid Questionnaire may automatically disqualify a bidder.

NOTE: Bidders can receive a maximum of 195 points. The bidders with the most earned points will be rated at a higher value.

d. **Exhibit C: References.** Using the form provided in Exhibit "C," each bidder shall provide three (3) references. At least two (2) references must be public school districts or county offices of education located in the State. Contact information on the reference sheet must be current.

e. **Exhibit D: Bid Bond.** Bidders shall submit with their respective bids a bid bond in the form set forth in Exhibit "D." The bid bond shall be in a sum equal to ten percent (10%) of the bidder's total bid amount, made payable to District. In the event that a bidder to whom the bid is

awarded fails to execute the Contract and provide other pertinent documents within ten (10) calendar days of being awarded the Contract, or such other reasonable time requested by District, District may declare that bidder's bid deposit or bond to be forfeited to District as damage caused by the failure of the bidder to execute the Contract, and may give notice of intent to award to another bidder, or District may call for new bids. The bid bond may not be accepted or approved by District unless the bond is underwritten by an admitted surety and the requirements of California Code of Civil Procedure Section 995.630 are met.

f. **Exhibit E: Required Bid Forms.** In accordance with Public Contract Code Sections 7106 and 2200, *et seq.*, bidders shall fully complete and submit the Certification Regarding Debarment, Suspension or Other Ineligibility; Non-Collusion Declaration; and Certification Regarding Iran Contracting Act, which are attached as Exhibit "E."

g. **Exhibit F: Carrier Agreement.** The Carrier Agreement is the final document that will be executed by District and the successful bidder(s). The Carrier Agreement incorporates by reference all the relevant parts of this RFB. Bidders do not need to provide an executed copy of the Carrier Agreement with their bids. However, the final Carrier Agreement must be in the form of Exhibit "F."

h. **Exhibit G: Required Contract Forms.** Please review the contract forms enclosed herein as Exhibit "G" (*i.e.*, Workers' Compensation Certificate, Certification of Non-Discrimination, Criminal Background Investigation/ Fingerprinting Certification, Drug-Free Workplace Certification, Tobacco-Free Environment Certification). For purposes of those forms, the successful bidder's firm may be referred to as the "Contractor." The successful bidder(s) will be required to execute these forms and submit them to District within ten (10) calendar days of being awarded the Contract, or such other reasonable time requested by District. Bidders are not required to provide a signed copy of the contract forms with their proposal. However, the Bid Questionnaire may require acknowledgement of and consent to execution of these forms in the event that the bidder's firm is awarded the Contract.

i. **NOTE: Bidders are not required to submit this entire RFB with their bids and are strongly discouraged from doing so. Bidders only need to submit the documents and information set forth in Section 5(a-f) with their bids. [See also Bidders' Checklist.]**

6. **Signatures.** The cover letter, Bid Questionnaire, Bid Proposal Forms, and Required Bid Forms must all be signed and dated by a person duly authorized to contractually bind the bidder in connection with the procurement and services contemplated by this RFB. Signatures should include the printed or typed name of the signatory, and the signatory's title. By signing the bid, the signatory represents and warrants that he or she is duly authorized to legally bind the bidder, and that no other signature is required to legally bind the bidder. Unsigned bids may be considered non-responsive, resulting in possible rejection of the bid.

7. **Answer All Questions.** Bidders shall accurately and legibly complete all forms and answer all questions in the Bid Questionnaire. Do not leave any questions blank. If the item is not applicable, insert "n/a."

8. **Typewritten or Printed in Ink.** All answers must be typewritten or neatly printed in black or blue ink.

9. **Interlineations; Erasures.** A proposal may contain an erasure, interlineation, or other correction only if the correction is made to the information entered by the bidder (not to any preprinted text in the Bid Questionnaire or other forms provided by District), does not result in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the bid.

10. **Attachments.** Bidders shall clearly label all supporting documentation as specified in the Bid Questionnaire. Bidders shall submit all supporting documentation and forms in the requested order and on standard 8½-inch by 11-inch paper.

11. **Bidder's Exceptions to RFB.** Exceptions or deviations from the bid, recapitulations of the item(s) bid upon, alternate bids, or any other change of the bid form which are not specifically called for in this RFB may result in District's rejection of the bid as being non-responsive.

12. **Precontractual Expenses.** District shall not, under any circumstance, be liable for any pre-contractual expenses incurred by potential bidders, and bidders shall not include any such expenses as part of their bids. Pre-contractual expenses are defined as any expenses incurred by the potential bidder in: (a) preparing its bid in response to this RFB; (b) submitting that bid to District; (c) negotiating with District any matter related to this RFB, including a possible contract; or (d) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFB.

13. **Rejection of Non-Responsive Bids.** Before submitting a bid, each bidder shall carefully examine the bid in comparison to this RFB and the Contract Documents to ensure all requirements, conditions, and cost implications therein have been met. Bidders shall include in their bids a sum to cover the cost of all items included in the Contract. It is

also recommended that bidders conduct a final review of their bids to ensure that the bids are organized, neatly prepared, proofread, and complete. District may reject a bid as non-responsive if the bid fails to conform to the requirements set forth in the Notice Inviting Bids, these Instructions, or any of the other components of this RFB, or if District reasonably determines that the bid is unintelligible, internally inconsistent, or otherwise ambiguous. District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

14. **Submittal of Bid.** Bidders may submit their bids by mail, including overnight mail; by hand delivery, including courier service, or by email.

a. **Delivery by mail or hand:** If bidders are hand delivering or mailing their bids, they shall submit one (1) original signed printed copy plus a CD/DVD/flash drive of their bid in a sealed envelope that is clearly labeled "RFB #18-01 - Pupil Field Trip Transportation Services." Bids must be delivered to District before the Bid Deadline at the following address (hereinafter referred to as the "District Address"): Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036, Attn: Kristen Pifko, Assistant Superintendent.

b. **Electronic bids:** If bidders are submitting their bids electronically (*i.e., via email*), they shall submit a single PDF of their entire bid, organized as set forth in these Instructions, with an email subject line stating only "RFB #18-01 - Pupil Field Trip Transportation Services." Electronic bids must be delivered before the Bid Deadline at the following email address: kpifko@rioschools.org.

c. **Restriction on delivery of bids:** Bids may only be submitted as set forth above. No oral, telephonic, telegraphic or facsimile bids will be accepted.

15. **Bid Deadline.** The Bid Deadline is **March 21, 2018 at 10:00 a.m. PT.** Late proposals will not be accepted. Each bidder is solely responsible for timely delivery and receipt of its bid, regardless of external factors such as traffic, weather, parking issues, lines at District's reception desk, problems with couriers, inadvertent diversion of electronic bids into "junk mail," delayed receipt of electronic emails, problems with servers, computer "crashes" or other matters. Bidders shall assume all risks associated with their chosen method of bid delivery. District shall in no manner whatsoever be responsible for the timeliness or receipt of bids. Additionally, District's determination of timeliness shall be conclusive. District will not consider arguments that its method of calculating timeliness is erroneous or flawed (*e.g., that District's clock is inaccurate*). Bidders are encouraged to deliver their bids to District well in advance of the Bid Deadline and to otherwise factor in

contingencies such as traffic, parking, computer malfunctions or other problems with electronic delivery, *etc.* when arranging for delivery of their bids.

16. **No Reliance on Prior Submittals.** Bidders must submit a complete bid to District in accordance with this RFB. Bidders cannot rely upon any prior bid or prior provision of relevant documentation to District or cross reference those prior documents instead of submitting a complete bid to District.

17. **Modifying or Superseding a Bid.** A bidder may modify or supersede a bid that the bidder already submitted to District *only* if the bidder (a) submits the modified, complete bid to District before the Bid Deadline, and (b) simultaneously provides District with written notice that the modified bid supersedes the prior bid. Any modified bid must be a complete bid that fully complies with the instructions set forth in this RFB. District will not accept any oral modification or any modification sent *via* facsimile. District will replace any prior bid with a modified bid that is complete, timely submitted and complies with this RFB. District will reject any modified bid that is incomplete, not timely received, or otherwise does not comply with this RFB. If District rejects a modified bid, then District will review and evaluate the prior bid, unless it was withdrawn in accordance with these Instructions. If a bidder properly modifies its bid, then the bidder shall only have rights to appeal District's decision regarding the modified bid, and shall have no right of appeal with respect to the original bid. Conversely, if a bidder attempts to modify a bid but fails to timely do so, the bidder shall only have rights of appeal with respect to the original bid.

18. **Withdrawing a Bid.** A bidder may withdraw its bid at any time prior to the Bid Deadline by submitting a written request to District at the District Address, attention Kristen Pifko, Assistant Superintendent or by email at kpifko@rioschools.org. District will not accept any oral withdrawal request. A withdrawal request must be signed by an authorized representative of the bidder. Any bid security for a withdrawn bid shall be returned at the time of withdrawal. After the Bid Deadline, bids shall not be withdrawn for a period of one hundred eighty (180) calendar days. A bidder that properly withdraws its bid shall not have any rights of appeal regarding the bid.

19. **Review of Bids.** District shall review each bid for the following threshold matters.

a. **Timeliness.** District will determine whether the entire bid was submitted in writing on or before the Bid Deadline. As set forth herein, timely submittal of bids is mandatory. District will reject as non-responsive any bids submitted after the Bid Deadline.

b. **Compliance with RFB.** District will evaluate whether the bid complies with this RFB, including, but not limited to, these Instructions and the General Conditions. Compliance with this RFB is mandatory, although

minor irregularities may be waived as set forth in this RFB and in accordance with applicable law.

c. **Substantive Review.** If District determines that a proposal is timely received and complies with this RFB, then District will substantively review and evaluate the proposal. Evaluation criteria shall include, but not be limited to, responsiveness to bid, carrier rates, carrier reference feedback, carrier experience and carrier's ability to provide required insurance coverage.

20. **Calculation of Low Bid.** The low bid shall be determined by calculation of the lowest total cost for the entire Contract period.

21. **Basis of Award.** District expressly reserves the right to select the bid or bids in the best interest of District, in accordance with applicable law, including, but not limited to, Education Code Section 39802, which authorizes the award of student transportation contracts to other than the lowest bidder under certain circumstances. Moreover, in accordance with industry best standards, District reserves the right to award multiple bids in preferential order.

22. **Notice of Intent to Award.** On or about March 28, 2018, District shall provide all bidders a notice indicating which bidder, if any, District intends to award the Contract (the "Notice of Intent to Award").

23. **Protests.** All bid protests (each a "Protest") shall comply with the following procedures.

a. Protests shall not be submitted by any bidder that withdrew its bid or failed to timely submit a bid.

b. Protests shall be submitted to District by not later than **April 2, 2018 at 10:00 a.m. PT** (the "Protest Deadline").

c. Protests shall be in writing, and shall include the following information: (i) the name, address, and telephone number of the bidder, (ii) the name, direct telephone number and email address of the bidder's authorized representative, (iii) the RFB number and title; (iv) a detailed description of the legal and/or factual grounds for the Protest; (v) all supporting documentation for the Protest; (vi) the form of relief requested by the bidder; and (vii) the signature of the bidder's authorized representative. On or before the Protest Deadline, the Protest shall be delivered to District by personal delivery, courier service, or mail at the District Address or by email to kpifko@rioschools.org. District will not accept or consider any oral protest (e.g., by telephone) or facsimile protest.

d. By the Protest Deadline, the protesting bidder shall also provide a written copy of the Protest to the bidder subject to the Protest. Failure to serve the Protest upon the bidder subject to the Protest may be grounds for District to deny the Protest. A bidder whose bid has been protested by another bidder may submit to District a written response to the Protest (each a "Protest Reply"). The Protest Reply shall be submitted to District by personal delivery, courier service, or mail at the District Address or by email to kpifko@rioschools.org no later than **April 5, 2018 at 10:00 a.m. PT** (the "Protest Reply Deadline").

e. All Protests and Protest Replies shall be submitted to the District by the Protest Deadline, or Protest Reply Deadline, as applicable, at the District Address.

f. If a Protest does not comply with all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with the Protest), District may reject the Protest as invalid.

g. A bidder may at any time withdraw its Protest.

h. Upon receipt of a valid Protest, District shall review the Protest and all relevant information and documents, including any Protest Reply, and shall provide a written response to the protesting bidder and the bidder subject to the Protest. District may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Protest. If required by applicable law, District will hold a hearing with respect to a Protest.

i. District anticipates issuing Protest decisions by **5:00 p.m. on April 11, 2018**. District's decision with respect to any Protest shall be final with no further review by or appeal to District.

j. The protest procedures set forth herein are a mandatory administrative remedy, and a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested. Each bidder that desires to protest shall file its own Protest, and may not in any manner whatsoever rely upon the Protest of another bidder. Failure to comply with these procedures shall be deemed and construed as a waiver of any and all rights the bidder may have to pursue a claim, demand or action arising from or related to the bids, including, but not limited to, the award of the Contract.

k. Notwithstanding the generality of the foregoing procedures, in the event that this RFB will be funded in whole or in part by any State or federal funds that require a protest procedure different than the procedures set forth herein, then that different protest procedure shall control.

24. Final Contract Award. The final Contract award(s) shall be made on or about April 18, 2018. District expressly reserves the right to award more than one contract in accordance with applicable law.

25. Obligations of Successful Bidder. The successful bidder shall be required to attend a post-award meeting with District and submit additional paperwork as set forth in the General Conditions.

26. Addenda. If it becomes necessary for District to revise any part of this RFB, or to provide clarification or additional information after the initial RFB is released, a written addendum will be posted on District's website along with the original RFB. To determine whether any addenda have been issued, please visit the District website at <https://rioschools.org/departments/business-services/> and view any and all links for RFB #18-01. District may, but is not required to, also send addenda *via* facsimile, email, or first-class U.S. mail. Even if District sends any addenda *via* facsimile, email, or first-class U.S. mail, District shall not be obligated to send additional addenda by the same or similar means. Each bidder shall be solely responsible for reviewing District's website for any addenda. In their bids, bidders shall acknowledge and accept the terms of any and all addenda. Notwithstanding the foregoing, all addenda issued during the time of bidding shall be incorporated into this RFB and any and all bids automatically.

27. Ongoing Duty to Provide Accurate, Complete Information. Bids must contain accurate, complete information. In no event shall any bidder withhold pertinent information or provide false or misleading information. If any information provided by a bidder becomes inaccurate, false or misleading, then the bidder must immediately notify District of the discrepancy in writing and provide the accurate information to District. In its sole discretion, District reserves the right to terminate an existing contract with a successful bidder who provided District with inaccurate, false or misleading information. In no event shall District be liable for any costs, damages, penalties, or losses incurred by the bidder in association with termination of services under this paragraph or paragraph 28 hereof.

28. District's Further Investigation and/or Request for Further Information. Although the bid will be the primary basis of determining whether a vendor is qualified, District expressly reserves the right to examine other available sources, including, but not limited to, conducting Uniform Commercial Code searches; interviewing references; and verifying financial information with the bidder's independent accountant. Bidders are deemed to have acknowledged and consented to these communications by submitting a bid. Moreover, District reserves the right to seek additional information from any bidder at any

time. For example, if District reasonably determines that information in the bid may be false, inaccurate or misleading, then District shall have the right to take whatever steps are necessary to rectify the situation, including, but not limited to, the following: (a) request supplemental documentation from the bidder or other relevant parties to ascertain whether the bid included false, inaccurate or misleading information; and (b) if material information in the bid was false, inaccurate or misleading, then (i) terminate any agreement with the bidder for cause, and (ii) recover any losses incurred by District due to the false, inaccurate or misleading information.

29. Public Records. All materials submitted in response to this RFB shall immediately become the property of District and shall be returned only at District's option and at the expense of the vendor submitting the proposal or bid. Subsequent to opening of the bids, the bids shall become public records, subject to disclosure under the California Public Records Act (Government Code Sections 6250, *et seq.*) (the "CPRA"). District shall not provide advice to bidders regarding the applicability of the CPRA to their respective bids. By submitting a bid, bidders are deemed to understand and accept that their bids may be subject to disclosure under the CPRA. In the event that any bidder submits information in its bid that constitutes a trade secret as that term is defined in California Civil Code Section 3426.1(d), or that is otherwise exempt by law from disclosure to the public, and prominently labels that information as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," as applicable, the information *may* not be subject to disclosure. If bidders indiscriminately label all or most of their bids as exempt from disclosure, without justification, then their bids may be rejected as non-responsive. Bidders submit bids at their sole expense and risk. In no event shall District be liable to any interested party, including, but not limited to, any bidder, for the disclosure of any information set forth in any bid, regardless of whether the disclosure is required by law or court order, or occurs through the inadvertence, mistake, or negligence of District or its officers, employees, contractors, or consultants. Bidders shall be solely responsible and liable for prosecuting or defending any action concerning disclosure of information in their respective bids under the CPRA, and shall hold District harmless from all costs and expenses, including, but not limited to, attorneys' fees in connection with any such action. In accordance with applicable law and District policy, District may eventually destroy or otherwise dispose of proposals without prior notice and without any right of recourse to a bidder. District shall not be liable in any manner whatsoever to any bidder for destruction or disposal of any bid.

30. Public Agency Requirements. This RFB is subject to certain laws and regulations applicable to State public agencies, including State public school districts, and certain District policies and procedures. This RFB contains some, but not all, of the foregoing requirements. By submitting a bid, bidders shall be deemed and construed to have acknowledged that (a) the anticipated Contract is subject to certain legal requirements applicable to State public agencies, (b) the bidder is familiar with such legal requirements, and (c) the bidder agrees to abide by all such legal requirements. Moreover, District is a member of a joint powers agency self-insurance program, which, among other things,

provides certain insurance and indemnity requirements and recommendations to District. Those requirements are set forth in this RFB (e.g., in the General Conditions). By submitting a bid, bidders shall be deemed and construed to have read, understood and agreed with the insurance, indemnity and related requirements provided therein.

31. No Improper Influence of District Board or Staff, or References. Bidders shall not in any way attempt to influence any member of the Board or any District administrator, employee or consultant with respect to this RFB or any other matter. Moreover, bidders shall not in any way attempt to influence any of their references or the references of any other bidder. District reserves the right to reject the bid of any party that violates this provision or appears to violate this provision, and, at any time, to seek any other remedy available at law or in equity for violation of this provision.

32. Reservation of Rights. District reserves the right to reject any and all bids, and to waive any informality or irregularity in the bids, or any portion thereof, and/or the bidding process. District will reject as non-responsive any bids containing irregularities that are not minor irregularities, including, but not limited to, any bid that is materially incomplete. Furthermore, District reserves the right to reject the bid of any bidder that is or has been in arrears to District or any other public agency, or that is otherwise in default of any contract with District or any other public agency as a surety, vendor, service provider, contractor, or otherwise. District also reserves the right to consider any such arrears or default in its evaluation of the bidders.

33. No Guarantee. The issuance of this RFB is not a guarantee that District will proceed with the procurement of services contemplated herein within the anticipated timeline or ever. District reserves the right to postpone, delay, suspend or terminate its plans with respect to this RFB. No prospective bidders shall have any claims whatsoever against District regarding any adjustments or modifications or termination of the District's plans with respect to this RFB.

34. Questions, Clarifications, Corrections. If a bidder has questions about any part of this RFB, written questions are to be submitted *via* email to Kristen Pifko, Assistant Superintendent, at kpifko@rioschools.org. The deadline for questions is **10:00 a.m. on March 16, 2018**. Potential bidders are responsible for reading the questions and answers, which will be posted on District's website. To view any RFB questions and answers, please visit <https://rioschools.org/departments/business-services/> and view any links for RFB #18-01. District shall not be obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above.

END OF INSTRUCTIONS

PART IV: GENERAL CONDITIONS

These General Conditions of the RFB (these "General Conditions") have been prepared on behalf of District. Capitalized terms used but not defined herein shall have the meanings attributed to such terms in other parts of this RFB.

1. Definitions.

- a. "Bidder" and "bidders" means those persons responding to this RFB.
- b. "Contract" means all the documents that establish the entire understanding and agreement between District and Contractor, regardless of when prepared or entered into, including, but not limited to, the Contract Documents. The Contract represents the entire and integrated agreement between District and Contractor and supersedes any and all prior negotiations, representations, or agreements, whether written or oral. The Contract may be amended only in writing authorized by District or as otherwise provided in the Contract Documents. The Contract shall not be deemed or construed to create a contractual relationship with or between any parties other than District and Contractor.
- c. "Contract Documents" means the Notice Inviting Bids, the Summary, the Instructions, these General Conditions, the Required Bid Forms, the Notice of Award, the Carrier Agreement, any other documents comprising this RFB, and any and all attachments and amendments to all of the foregoing documents.
- d. "Contractor" is that certain bidder who submitted a bid in response to this RFB and, pursuant to this RFB, was awarded the Contract.
- e. "District" means Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036.
- f. "Parties" refers to Contractor and District collectively, and "Party" refers to Contractor and District in the singular.
- g. "Satisfactory" shall be understood to be followed by the words "and acceptable to the Superintendent."
- h. "Superintendent" means the Superintendent of Rio School District, or the Superintendent's designee, if any.

2. Additional Terms.

a. The word "required," "necessary," or "proper" shall be understood to be followed by the words "to provide the services requested satisfactorily and acceptable to the Superintendent."

b. The words "directly" or "approved" shall be understood to be followed by the words "by the Superintendent."

c. The masculine gender shall include the feminine and neuter; the singular number shall include the plural and the singular form; and the term "person" shall include a person, firm, corporation or association.

3. General Conditions as Part of Contract. Bidders shall carefully review these General Conditions. This entire RFB, including these General Conditions, shall be incorporated by reference into the Carrier Agreement.

4. Execution of Final Contract. Within ten (10) calendar days of being awarded the Contract, or such other reasonable time requested by District, Contractor shall execute and provide to District the Carrier Agreement and the Required Contract Forms, including, but not limited to, the required insurance documents. In the event that Contractor refuses to comply with any portion of this RFB, fails to promptly execute any Contract Documents, or fails to timely commence the services contemplated hereunder, District may rescind the bid award, terminate the Contract for cause, seek damages from Contractor (including, but not limited to, pursuing any relevant bonds), and/or pursue any other remedies available at law or in equity. If Contractor defaults, then District reserves the right to award the Contract to the next most responsive and responsible bidder, rebid the Contract, or pursue any other remedy or remedies available under applicable law.

5. Post-Award Conference. Following the Notice of Award and prior to services commencing, Contractor may be required to attend a planning meeting with District, at no additional cost to District. Any such meeting shall be held at District's offices or at another mutually agreeable place within the County. Contractor's failure to promptly schedule and attend the required planning meeting shall be grounds for District to terminate the Contract and seek any applicable remedies available at law or in equity.

6. District Schools. District provides public education to more than 5,050 students at five elementary schools, two K-8 schools, and two middle schools. Below is a list of the District's schools.

Name	Grades	Address	Phone
Rio del Mar	Elementary	3150 Thames River Dr. Oxnard CA 93036	805-485-0560
Rio del Norte	Elementary	2500 Lobelia Dr. Oxnard CA 93036	805-604-1412

Rio Lindo	Elementary	2131 Snow Ave. Oxnard CA 93036	805-485-3113
Rio Plaza	Elementary	600 Simon Way Oxnard CA 93036	805-485-3121
Rio Rosales	Elementary	1001 Kohala St. Oxnard CA 93030	805-983-0277
Rio Real	K-8	1140 Kenney St. Oxnard CA 93036	805-485-3117
Rio STEAM	K-8	3001 N. Ventura Rd. Oxnard CA 93036	TBD
Rio del Valle	Middle	3100 Rose Ave. Oxnard CA 93036	805-485-3119
Rio Vista	Middle	3050 Thames River Dr. Oxnard CA 93036	805-981-1507

7. **Purpose; Transportation Needs.** The intent of this RFB is for District to enter into the Contract with Contractor, or with multiple contractors, for the provision of comprehensive field trip services. These services shall include field trip transportation services to and from various District schools to various locations within and without the County, all in accordance with the minimum requirements stated herein. District may request field trips year around, including during summer. In academic year 2016-2017, District had 22 chartered trips for a total of 214 hours. Those trips were distributed as follows: nine trips in summer, and two each for December, February, March, April, May and June. The average trip length was approximately 6.75 hours. Data is still being compiled for academic year 2017-2018. District expects similar needs, with slight increases, for the Contract. However, the District reserves the right to charter more or less trips than the 2016-2017 trips, as needed, and in the District's sole discretion. **Under no circumstances shall District have an obligation to provide any minimum number of trips. District shall have no liability or obligation to charter any specific number of trips per year or over the length of the Contract.** The provider shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material necessary to provide the service herein described.

8. **Bus Specifications.** All buses used under the Contract shall be school buses or SPAB buses, all in good working order and condition, and in compliance with the maintenance requirements set forth in these General Conditions. Any installation, modification or replacement of equipment required by a change in law or regulation shall be made by Contractor at Contractor's sole cost and expense. All buses shall be certified as necessary under applicable law.

9. **Contract Term.** The Contract shall be a five (5)-year contract, commencing on May 1, 2018 and ending April 30, 2023, subject to renewal on the same terms upon the mutual written agreement of the Parties.

10. **Timeliness; Tardiness for Field Trips.** Contractor shall arrive at the specified District location at least thirty (30) minutes prior to the field trip departure time. In the event that the bus is fifteen (15) or more minutes late and the cause of the tardiness is not beyond the control of Contractor, Contractor shall pay to District the sum of fifty dollars (\$50.00) as liquidated damages, and not as a penalty. The Parties agree that it would be

impractical or extremely difficult to fix actual damages if Contractor fails to timely arrive for field trips, and that the foregoing amount is a reasonable estimate of these damages.

11. **Unavailability of Contractor.** In the event that Contractor does not have the required equipment and/or personnel available for a requested field trip, District may contact another transportation firm and request the service without any liability to Contractor.

12. **Cancellation of Scheduled Field Trips.** District shall have the option to cancel any scheduled field trip upon District's notification to Contractor. If District cancels a field trip twenty-four (24) or more hours in advance, then District shall not be obligated to pay Contractor any amount whatsoever. If District cancels less than twenty-four (24) hours in advance, Contractor may charge District any actual costs incurred as a cancellation fee; provided, however that any such cancellation fee shall not exceed three hundred twenty-five dollars (\$325.00).

13. **Parking; Terminals.** District does not have land available to park, store, maintain, repair or operate Contractor's buses. Contractor shall be solely responsible for parking, storing, maintaining, and repairing Contractor's buses, and establishing and maintaining Contractor's bus terminals.

14. **Maintenance of Buses; Proof of Maintenance.** Contractor shall keep and maintain all buses used in connection with the Contract in good operating, safe running and clean, sanitary condition. Contractor shall be solely responsible for cleaning windshields and headlights; cleaning the interior and exterior of buses, including picking up debris, sweeping or vacuuming floors, and wiping upholstery; and servicing buses with fuel and oil. District may inspect any bus used under the Contract at any reasonable time, including, but not limited to, at any school on a field trip run. Dates and times of such inspections shall not be posted in advance. Contractor shall, prior to the start of each school year, furnish District with the then-current California Highway Patrol Motor Carrier Section rating. Contractor shall retain a Motor Carrier rating of at least "satisfactory" for the entire duration of the Contract. Contractor shall immediately advise District of any change in rating that may occur during the school year. District shall retain the right to verify Contractor's Motor Carrier rating at any time that District has a reasonable basis for believing that the Motor Carrier rating has decreased or been jeopardized. Contractor shall comply with the provisions of this paragraph at no additional cost to District.

15. **Permits and Licenses.** For the entire term of the Contract, and at no additional cost to District, Contractor and all its employees and agents shall secure and maintain in force and in good standing all such licenses and permits as are required by law in connection with furnishing equipment and services herein listed. Contractor is solely responsible for compliance with this paragraph and in no event shall District be obligated to inform Contractor of the requisite permits and licenses.

16. **Safety Measures.** Contractor, as required and whenever requested by District, shall supply safety vests, car seats, booster seats and other approved restraints at no extra charge to District. All car seats and vests shall meet federal safety standards. If required under applicable federal or State law, all buses shall have seatbelts. Seatbelts shall be lap belts or three-point belts, as specified under applicable law. All required seatbelts shall be operative and in good working order when in use by District.

17. **Duty to Provide Competent Workers.** All employees assigned to be drivers under the Contract must be at least eighteen (18) years of age (which is the minimum age for obtaining a bus driver license under applicable law). Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall provide personnel qualified to perform all services required under the Contract, and shall provide training necessary to assure that all work is completed in a satisfactory and safe manner and in compliance with the Contract. It shall be Contractor's responsibility to ensure compliance under the Contract. Contractor's employees shall be capable of providing all the services set forth in the Contract, including, but not limited to, these General Conditions.

18. **Driver Requirements.** In addition to any other requirements set forth in these General Conditions, and elsewhere in this RFB, Contractor's drivers providing services to District shall comply with the following requirements.

a. **Duties.** Drivers shall transport District students, staff and authorized adults on field trips or other authorized destinations. Drivers shall escort students across streets and roadways when necessary, stopping traffic as needed.

b. **Discipline on School Buses.** Drivers shall maintain appropriate behavior among students on buses at all times, including while the bus is parked. Drivers shall follow District policies regarding student discipline and conferences with parents when requested.

c. **Certificates.** All drivers employed by Contractor to provide service to District must have and maintain valid California School Bus Driver Certificates or SPAB Certificates.

d. **Health Requirements.** Each school bus driver employed by Contractor to provide service to District shall be in good health. Each driver shall have an examination for tuberculosis in accordance with Education Code Section 49406 prior to driving a bus in service of District. Examinations shall be required every four (4) years, or as required by law. Contractor shall establish and maintain a record keeping system to assure that each driver meets this requirement. This system shall be available for review by District.

e. **Physical Abilities.** In addition to other physical abilities necessary for driving buses, drivers must be able to lift fifty (50) pounds. Drivers must be capable of assisting students and carrying of pre-school children when loading/unloading the bus.

f. **Moral Character.** Contractor recognizes that, for the protection of pupils, drivers (and other persons who have contact with the pupils and their families) must be of stable personality and high moral character. Contractor shall assure that all Contractor's personnel meet these qualifications. Contractor shall not allow any person to drive a bus for District if that person's conduct might in any way expose a child to any impropriety of word or conduct, nor shall Contractor allow any person to drive a bus for the District if the person is not, at any time, in a condition of mental and emotional stability. Drivers shall not use or be under the influence of drugs, alcohol or tobacco while driving a bus in service of District. Firearms, knives, and other weapons shall be prohibited on buses when in use for District.

g. **Uniforms.** All drivers shall be well groomed at all times and shall wear a Contractor-provided uniform shirt or windbreaker and identification badge.

h. **Pre-employment Screening.** Contractor shall develop and implement a pre-employment screening program for all candidates for employment who do not have prior experience driving buses for schools, school districts and/or county offices of education. Contractor shall comply with all background check procedures as set forth herein and as required by law.

i. **Bus Safety Checks.** Buses shall not be used unless the buses pass a safety check, which shall be completed by Contractor prior to the bus leaving the maintenance yard.

j. **First Aid.** Contractor's drivers shall be trained in first aid, and shall provide first aid or emergency assistance, as needed.

k. **Emergency Procedures.** Prior to departure for any District field trip, Contractor's driver shall clearly explain emergency instructions and procedures to District staff, chaperones and students.

19. **Workmanship.** Contractor shall use the degree of care and skill ordinarily exercised by other contractors under similar conditions. Contractor shall at all times furnish sufficient supervision and working personnel capable of promptly accomplishing, to the satisfaction of District and on schedule, all work required under the Contract. Contractor

further agrees to take all necessary measures to assure that qualified personnel complete work in a professional manner and agrees to perform such work in strict accordance with this RFB, including, but not limited to, these General Conditions. District shall be the sole judge of the quality of services provided hereunder.

20. **Report of Irregularities.** In addition to any other obligations set forth in these General Conditions, Contractor shall submit a report of any irregularities that occur during performance of the Contract. Said report shall include problems and solutions dealing with drivers and equipment as well as parent or school complaints and what has been done to eliminate the occurrence causing said complaints. The report shall include a listing of all equipment breakdowns and any other matters affecting the safety of students, listing bus and route numbers as well as the cause of and solution to the breakdown.

21. **Cameras; Storage of Video.** If Contractor maintains and utilizes video cameras inside the buses used under the Contract, then Contractor shall post signs, reasonably approved by District, notifying passengers that they are being recorded. Contractor shall provide District with a copy of any and all video footage within forty-eight (48) hours of District's reasonable request. Contractor shall maintain all video footage of District trips in a manner that ensures and protects the chain of command (*i.e.*, the integrity and authenticity of the footage), and as reasonably approved by District.

22. **Fingerprinting and Criminal Records Check.** Contractor shall comply with the provisions of Education Code Section 45125.1 regarding the submission of employee fingerprints to the State Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has certified in writing to District that such employee has not been convicted of a felony or does not have a pending criminal proceeding for a felony, as defined in Education Code Section 45122.1. Contractor's responsibility shall extend to all employees of Contractor. **A Criminal Background Investigation/Fingerprinting Certification is included as part of the Contract Documents.** Contractor is responsible for completing and submitting to District the Criminal Background Investigation/Fingerprinting Certification prior to commencement of the Contract, and for ensuring continued compliance with this provision throughout the entire duration thereof. If Contractor becomes aware that any person employed by Contractor in connection with the Contract has been arrested or convicted of a felony, then Contractor must immediately remove said employee from the performance of the services under the Contract, prevent the employee from interacting with District students, and notify District. District retains the right to prohibit any such employee from performing services under the Contract and otherwise having access to District students.

23. **Billings.** For the services rendered under the Contract, Contractor shall be paid in accordance with the Contract Price (*i.e.*, hourly rate) set forth in Contractor's bid, which amount may be memorialized in the Carrier Agreement. Contractor's hourly rate shall

be calculated terminal to terminal (*i.e.*, commence at the time of Contractor's departure from Contractor's terminal and end at Contractor's return to Contractor's terminal). Extra runs due to circumstances outside of District's control (*e.g.*, bus breakdowns, bus accidents, missed students, *etc.*) shall not be charged to District. Drivers shall make every reasonable effort to take the most efficient direction to avoid known adverse traffic conditions or unnecessary extensions of the total trip time. The hourly rate compensation shall be Contractor's sole compensation for services under the Contract. In no event shall District be liable to Contractor for any commissions or tips. Contractor shall invoice District for the services rendered under the Contract. The invoice shall include the number of hours per trip: a description of the trip (or, if applicable, any District field trip request form submitted to Contractor); and the total amount billed. Contractor shall be solely responsible for payment of taxes and similar matters. The invoice shall be provided to District no more frequently than every thirty (30) days. Provided Contractor is not in default under the Contract, District shall pay all undisputed amounts in Contractor's invoices within thirty (30) days of receipt, consistent with District's standard procedure for payment of contracts or invoices.

24. Escalation of Fees. The adjustment to the Contract Price, if any, shall be effective July 1 of the applicable calendar year. All rates shall remain firm for the first Contract year. Starting the second Contract year, the Contract Price shall increase by no more than two percent (2%) annually for each subsequent year of the Contract.

25. Confidentiality. Contractor agrees that for and during the entire term of the Contract, any information, data, figures, records, findings and the like received or generated by Contractor in the performance of the Contract, shall be considered and kept as the private and privileged records of District and will not be divulged to any person, firm, corporation, or other entity except on the direct authorization of District or as finally ordered by a court with competent jurisdiction. Further, upon termination of the Contract for any cause, Contractor agrees that it will continue to treat as private and privileged any information, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, either by statement, deposition, or as a witness, except upon direct written authorization of District or as finally ordered by a court with competent jurisdiction. Contractor shall not publish information or technical data acquired or generated by Contractor in performing the Contract until such time as such information or technical data is released in published reports by District.

26. Student Data.

a. District's Obligations. District shall provide student data in compliance with the Family Educational Rights and Privacy Act, codified in 20 U.S.C. Section 1232g and 34 C.F.R. 99, and California Education Code Sections 49060-49085 ("FERPA").

b. **Contractor's Obligations.** Contractor shall perform the following duties in regards to any student data that Contractor obtains in the performance of the Contract: (i) not disclose the information to any other party without the consent of the parent/guardian or an eligible student; (ii) use the data for no other purpose than the performance of the services contemplated under the Contract; (iii) permit District access to any relevant records for the purpose of completing authorized audits; (iv) require all of Contractor's officers, directors, administrators, employees, contractors, and agents to comply with all provisions of FERPA and other relevant federal and State laws and regulations; (v) designate in writing a single authorized representative who shall be responsible for requesting, receiving, transmitting and, as permitted under the Contract and applicable law, destroying student data; (vi) maintain all data in a secure computer and not copying, reproducing or transmitting data except as necessary to perform under the Contract; and (vii) destroy or return all personally identifiable information obtained under the Contract when it is no longer needed for the purpose for which it was obtained no later than thirty (30) days after it is no longer required. Failure to properly destroy or return student data shall preclude Contractor from accessing personally identifiable student information for at least five (5) years as provided in 34 C.F.R. Section 99.31(a)(6)(iv), which shall be grounds for District to terminate the Contract for cause and seek any and all remedies available to District at law or in equity.

27. **Contractor's Website and Online Services.** In the event that Contractor operates a website, online service, mobile application or similar medium, Contractor shall comply with the requirements of California Business and Professions Code Section 22584 by (a) not knowingly engaging in advertising targeted to District students or their parents or guardians, creating profiles of students or their parents or guardians, selling information about students or their parents or guardians, or disclosing any personally identifiable information without proper prior consent; (b) storing, processing and protecting District data pursuant to commercial best practices, including encrypting data; (c) promptly deleting District data, including, but not limited to, student, parent and guardian data, upon District's request; and (d) not storing District data outside of the United States.

28. **Appropriation Clause.** Contractor hereby agrees and acknowledges that monies utilized by District to purchase services is public money appropriated by the State and/or acquired by District from similar public sources and is subject to variation. District fully reserves the right to cancel services due to non-availability or non-appropriation of sufficient funds beyond the current fiscal year, in which event District shall not be liable to Contractor for any damages, claims, or penalties at law or in equity.

29. **Force Majeure.** Contractor shall be excused from performance under the Contract during the time and to the extent that it is prevented from performing in the

customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of equipment, materials, products, plants or facilities, commandeering of equipment, materials, products, plants, or facilities by the government, or any other occurrence which is beyond the control of Contractor, when satisfactory evidence thereof is presented to District as soon as reasonably practical, but in no event later than ten (10) calendar days after the commencement of the force majeure event. District shall extend the time for notification of a force majeure event and for any delayed performance when, in its reasonable discretion, District determines good cause exists therefor.

30. Contractor's Insurance.

a. **Insurance Limits.** Prior to commencement of services under the Contract and throughout the duration thereof, Contractor shall, at its own cost and expense, procure and maintain policies of insurance for the following six (6) types of coverage:

i. **Workers' Compensation Insurance:** As required by State law, on all its employees engaged in work related to the performance of the Contract.

ii. **Commercial General Liability Insurance:** Not less than the following coverage:

<u>Each Occurrence</u>	<u>Aggregate</u>
\$10,000,000.00	\$10,000,000.00

Commercial general liability insurance shall include products/completed operations, broad form property damage, bodily injury, and personal and advertisement injury.

iii. **Commercial Automobile Liability:** For all owned, hired and non-owned vehicles subject to the Contract in the following amount:

\$26,000,000.00 combined single limit

iv. **Abuse and Molestation Liability:**

<u>Each Occurrence</u>	<u>Aggregate</u>
\$10,000,000.00	\$10,000,000.00

v. **Employer's Liability:** Not less than \$1,000,000.00 each occurrence and aggregate.

vi. **Personal Property Coverage:** For all buses, whether leased or owned, in an amount no less than full replacement value.

b. **Additional Insureds.** Contractor's general liability insurance and Contractor's commercial automobile liability insurance shall name District, its employees, school board members, officers, agents, volunteers, and schools listed on Appendix 3 as additional insureds. Contractor's abuse and molestation liability insurance shall name District, District's employees and District's school board members as additional insureds. All additional insured provisions shall be evidenced by an endorsement, substantially in compliance with the samples provided in Exhibit "G-2."

c. **Certificates of Insurance.** Contractor shall provide certificates of insurance to District as evidence of the insurance coverage required herein prior to commencing work under the Contract and by any deadline set forth in this RFB.

d. **Waiver of Subrogation.** Contractor shall waive any and all rights of subrogation regarding workers' compensation that Contractor may have against District.

e. **Rating of Insurer.** All policies shall be from admitted insurers with an A.M. Best rating of at least A-, VII, or better, except that for workers' compensation coverage, the California State Compensation Insurance Fund (State Fund) is acceptable. District reserves the right to approve other carriers if found acceptable to District in its sole discretion.

f. **Deductibles.** In the event that Contractor's deductibles collectively total more than one hundred thousand dollars (\$100,000.00), District reserves the right to request proof of Contractor's financial solvency in relation to remittance thereof.

g. **No Claims Made Policies.** For the Contract, District shall not accept any insurance written on a "claims made" basis.

h. **Caveat.** Notwithstanding anything to the contrary herein, Contractor shall be required to maintain insurance coverages and minimums in accordance with the requirements set forth by the United States Department of Transportation, California Public Utilities Commission and any other applicable State or federal agencies to the extent, if any, that those entities

require higher and/or additional insurance coverages. For avoidance of doubt, the higher and more comprehensive requirements shall prevail.

i. **Failure to Procure or Maintain Required Insurance.** Contractor's failure to procure or maintain the requisite insurance set forth herein shall constitute a material default by Contractor, in which event District shall be entitled to pursue any and all remedies available at law or in equity.

31. **Workers' Compensation.** In accordance with the provisions of Section 3700 of the Labor Code, Contractor shall sign and file with District a Workers' Compensation Certification prior to performing any services under the Contract. The form of such certificate is included as a part of the Contract Documents.

32. **Work Performance.** Contractor shall be responsible to District for the acts and omissions of Contractor's employees and subcontractors, their agents and employees, and all other persons performing any of the work under a contract with Contractor.

33. **Assumption of Responsibility.** In accordance with Contractor's obligations under the Contract, including, but not limited to, these General Conditions, Contractor assumes all responsibility for District pupils when they are under Contractor's care, custody, and control. District pupils are under Contractor's care, custody, and control (a) from the moment they are in the process of boarding Contractor's bus (b) to the moment that they are released to the care, custody, and control of an authorized individual at their designated location.

34. **Indemnification – In General.** To the fullest extent permitted by State law, Contractor shall at its sole expense indemnify, protect, defend and hold harmless District, its board members, officers, agents, employees, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) of any kind, nature, and description, including, but not limited to, personal injury (including, but not limited to, injuries related to or derived from alleged sexual misconduct, sexual abuse or molestation), death, damage to real property, and damage to personal property, to the extent the liability arises out of or is in any way attributable to the performance of the Contract by Contractor or by any individual or entity for which Contractor is legally liable, including, but not limited to, Contractor's officers, agents, and employees. Notwithstanding anything to the contrary herein, Contractor's obligations under this paragraph shall apply even if the relevant act or omission is not authorized under the Contract. Contractor's liability under this paragraph shall not be limited by the insurance limits hereunder. The provisions of this paragraph do not apply to any damages or losses caused by the sole negligence or willful misconduct of District, its board members, officers, agents, employees, and volunteers.

35. **Indemnification – Copyright and Patent Claims.** To the fullest extent permitted by State law, Contractor shall at its sole expense indemnify, protect, defend and hold harmless District, its board members, officers, agents, employees, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys’ fees and costs, court costs, interest, defense costs, and expert witness fees) that may arise from Contractor’s furnishing to District of any copyrighted or patented material under the Contract (e.g., a claim that Contractor’s camera systems infringe upon a third party’s patent rights). This provision shall not apply to any claim that District has infringed Contractor’s copyrights or patent rights.

36. **Limitation of Liability.** District assumes no responsibility whatsoever for any of Contractor’s personal property placed on District premises. Except as specifically provided in the Contract, in no event shall District be liable in contract or tort for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits, arising out of or in connection with the Contract.

37. **Termination of Contract.**

a. **Termination by Contractor for Convenience.** As set forth in the Carrier Agreement, the initial term of the Contract shall be five (5) years commencing May 1, 2018 and ending April 30, 2023 (the “Initial Term”), subject to extension by mutual agreement of the Parties. Contractor shall only be able to terminate the Contract for convenience before the expiration of the Initial Term or the expiration of any extended term if Contractor provides District at least one (1) Contract year’s advance notice by delivering written notice of the early termination by July 1 of the then-current year to be effective the following June 30 (e.g., Contractor shall provide notice by July 1, 2020 to be effective June 30, 2021).

b. **Termination by Contractor for Cause.** If Contractor’s work under the Contract is stopped for a period of six (6) months or more pursuant to an order of any court of competent jurisdiction or any public authority, and through no act or fault of Contractor or of anyone employed by Contractor or acting on Contractor’s behalf, or if District fails to pay Contractor within fifteen (15) days after its maturity and presentation any sum awarded by final arbitration or a court of competent jurisdiction, then Contractor may, upon thirty (30) days written notice to District, (i) terminate the Contract or suspend work under the Contract for a reasonable period of time, and (ii) recover from District payment for all work executed.

c. **Termination by District Due to Non-Appropriation of Funds.** District shall have the right to terminate the Contract before the

expiration of the Initial Term or any applicable extended term due to non-appropriation of funds, as set forth in paragraph 28 of these General Conditions.

d. Termination by District for Cause. District may terminate the Contract for cause upon thirty (30) days' written notice to Contractor and Contractor's sureties. For the purposes of this subparagraph, "cause" shall include, but not be limited to, (i) Contractor filing for bankruptcy, being adjudged bankrupt, or being subject to involuntary bankruptcy proceedings; (ii) Contractor making a general assignment for the benefit of Contractor's creditors; (iii) the appointment of a receiver due to Contractor's insolvency; (iv) the levy of an attachment of execution upon Contractor's property; (v) the persistent or repeated failure or refusal of Contractor to supply properly skilled drivers, maintain the buses in good mechanical order, or make prompt payment to Contractor's employees, (vi) Contractor's disregard of any applicable law, regulation or policy; (vii) any material egregious issue under the Contract; and (viii) any other material breach of the Contract by Contractor, Contractor's employees, or anyone acting on Contractor's behalf. Notwithstanding the thirty (30) days' advance written notice specified herein, District reserves the right to immediately suspend services of Contractor if the circumstances reasonably warrant. The foregoing provisions for termination of the Contract are in addition to, and not in limitation of, the right of District under any other provisions of the Contract. For the purposes of these General Conditions, a "material egregious issue" shall include: (a) an act or omission by Contractor or any Contractor personnel that constitutes gross negligence, willful misconduct, or a violation of applicable law or District policy; (b) an act or omission, or alleged act or omission, by Contractor or Contractor personnel that endangers or is likely to endanger the safety, health, or wellbeing of any District pupil; and (c) any repeated default by Contractor or Contractor personnel, such as repeated late arrivals or missed trips.

38. Notices. Any notice to be given under the Contract to either Party shall be in writing and shall be given by personal delivery (including express or courier service), or by registered or certified mail, with return receipt requested, postage prepaid and addressed to the respective Party at the address designated at the post-award conference. In the event that no address is designated at the post-award conference, then any notice to District shall be delivered to Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036, attn.: Kristen Pifko, assistant superintendent, and any notice to Contractor shall be delivered to the address and person designated in Contractor's Bid Questionnaire. Any such notice shall be deemed to have been delivered upon its receipt or upon the second attempt at delivery, as evidenced by the regular records of the person or entity attempting delivery.

39. Dispute Resolution. It is the Parties' intention to avoid the cost of litigation and to attempt to resolve any problems arising out of or related to the Contract amicably. To that end, the Parties agree to attempt to settle any and all disputes arising out of or related to the Contract by neutral, non-binding mediation, as a condition precedent to the commencement of arbitration, litigation or any other similar proceeding. Either Party may request mediation, provided that the request shall be in writing and delivered to the other Party personally or by certified mail. The Parties agree to act in good faith to attempt to resolve any dispute by mediation. A Party shall not be entitled to attorneys' fees in any lawsuit, arbitration, or other proceeding related to or arising under the Contract if that Party refused or failed to participate in mediation in good faith pursuant to this paragraph 39. The Parties further agree to act in good faith to identify a mutually acceptable mediator. If a mediator cannot be agreed upon by the Parties, each Party shall designate a mediator and those mediators shall select a third mediator who shall act as the neutral mediator of the Parties' dispute. If the dispute or claim is resolved successfully through the mediation, the resolution shall be documented by a written agreement executed by the Parties. If the mediation does not successfully resolve the dispute or claim, the mediator shall provide written notice to the Parties reflecting the same, and the Parties may then proceed to seek an alternative form of resolution of the dispute or claim, in accordance with the remaining terms of the Contract and other rights and remedies afforded to them by law. Notwithstanding the foregoing, nothing set forth in this paragraph 39 shall require mediation prior to commencing an action in equity seeking injunctive relief. All applicable statutes of limitation shall be tolled while the mediation procedures specified herein are pending, and the Parties agree to take all action, including the execution of stipulations or tolling agreements, necessary to effectuate the intent of this provision.

40. Independent Contractor. Contractor is and shall at all times remain a wholly independent contractor and shall be wholly responsible for the manner in which Contractor performs the services required by the Contract. Nothing in the Contract shall be construed as creating the relationship of employer and employee, or principal and agent, between District and Contractor, or District and any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for its employees as they relate to the services to be provided under the Contract. The personnel performing the services under the Contract on behalf of Contractor shall at all times be under Contractor's direction and control. Contractor, including its agents and employees, shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Contractor, nor any of Contractor's officers, employees or agents, shall, by virtue of services rendered under the Contract, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Contractor shall be responsible for payment of all Contractor's employees' wages, payroll taxes, employee benefits and any amounts due for federal and State income taxes and social security taxes since these taxes will not be withheld from payments under the Contract. Contractor shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against

District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under the Contract.

41. No Assignment; Successors and Assigns. When and if the Contract is awarded, it shall be awarded solely to Contractor, it being understood that District is specifically relying on the identity of Contractor, including, but not limited to, the information provided by Contractor in connection with Contractor's bid (e.g., Contractor's financial history, insurance history, etc.), Contractor's references, and Contractor's answers in the Bid Questionnaire. Therefore, Contractor shall not assign the Contract or any portion thereof to any other person or entity in any manner whatsoever (whether voluntarily, involuntarily, by operation of law, or otherwise) without District's prior written consent, which District can withhold in its sole discretion. For avoidance of doubt, this restriction includes, but is not limited to, the following: (a) any change in the controlling percentage of Contractor (where "controlling percentage" means the ownership of, and the right to vote, stock or membership interests possessing at least fifty-one percent (51%) of the total combined voting power of all classes of Contractor's stock or membership interests, or such lesser percentage as is required to provide actual control over the affairs of the Contractor) whether by merger, reorganization, consolidation, purchase and sale of stock or membership interests, dissolution, or otherwise; (b) any delegation of Contractor's obligations, duties, conditions, rights, or remedies under the Contract to a third party (e.g., a subcontractor, third party independent contractor, etc.); and (c) the listing of the Contract as an asset under any bankruptcy, insolvency or reorganization proceeding. Any purported assignment in violation of this Paragraph 41 is void. Notwithstanding the foregoing, in the event that District provides its written consent to any assignment of the Contract or any portion thereof, then all provisions of the Contract, including, but not limited to, these General Conditions, shall inure to the benefit of and shall be binding upon the successors and assigns of Contractor, and any successors and assigns of District.

42. Non-Discrimination. In accordance with applicable law and District policy, Contractor shall not discriminate in connection with any work performed under the Contract on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition, marital status, or any other protected class.

43. Undocumented Persons. Contractor hereby promises and agrees to comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. Sections 1101, *et seq.*, as amended, and in connection therewith, shall not employ "unauthorized aliens" as that term is defined in 8 U.S.C.A. Section 1324a(h)(3). Should Contractor so employ such individuals for the performance of any work and/or services covered by the Contract, and should any liability or sanctions be imposed against District for such employment, Contractor hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

44. **Attorneys' Fees.** If any action or proceeding is instituted to enforce or interpret any provision of the Contract, the prevailing Party therein shall be entitled to recover its attorneys' fees and costs from the losing Party.

45. **State Review and Audit of Records.** In accordance with Government Code Section 8546.7, the State has the right to examine, review, audit and/or copy any books, records, and files related to a contract involving the expenditure of funds in excess of ten thousand dollars (\$10,000.00) for a period of three (3) years after final payment under the Contract. Therefore, Contractor shall preserve and retain all Contract records, including, but not limited to, the Contract Documents, books, invoices, *etc.*, for a period of three (3) years after the final payment under the Contract, or if an examination, review or audit has commenced but not completed within such three (3)-year period, then Contractor shall retain the records until such examination, review or audit has been completed. Contractor shall cooperate in and comply with any such examination, review or audit by promptly making records available at all reasonable times for the purposes set forth herein, and taking all such other actions reasonably required in furtherance of the purposes set forth herein. To the maximum extent permitted by applicable law, Contractor shall be liable for any damages suffered by District due to Contractor's failure to comply with this subparagraph.

46. **Compliance with Laws.** Contractor shall comply with all applicable laws and regulations related to the Contract, including, but not limited to, all Vehicle Code provisions, and all rules and regulations prescribed by District and all relevant State agencies. Furthermore, Contractor shall make any installation or modification of equipment required by law, at no additional cost to District. Contractor assumes all liability, including all legal liability and all financial liability, for any failure by Contractor to comply with all applicable laws and policies, and any failure by Contractor's employees and agents to comply with all applicable laws and policies.

47. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either Party, the Contract shall forthwith be physically amended to make such insertion or correction.

END OF GENERAL CONDITIONS

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EXHIBITS (TO BE SUBMITTED BY BIDDERS) FOLLOW

EXHIBIT "A"
BID PROPOSAL FORM

TO: Rio School District ("District")
FROM: _____ ("Contractor")

The undersigned hereby certifies to District, subject to penalty of perjury pursuant to the laws of the State of California, that all the following is true and correct:

A. Contractor is duly authorized to conduct business in the State of California, and County of Ventura, and is in good standing with the State of California. As of the date of this bid, Contractor has the following licenses, all of which are in full force and effect, and in the classifications appropriate to allow Contractor to perform the work contemplated under this RFB #18-01 – Pupil Field Trip Transportation Services.

B. Contractor hereby represents and warrants that Contractor is familiar with the terms of the Contract, the local conditions affecting the performance of the Contract, and the cost of the work at the place where the work is to be done. Contractor hereby further represents and warrants that Contractor is sufficiently experienced and qualified to conduct the work under the Contract, will timely obtain the required insurance coverages with the requisite limits if awarded the Contract, and has sufficient financial and other resources to perform and complete the work in strict conformance with the Contract, including, but not limited to, the General Conditions.

C. Pursuant to and in compliance with this RFB, including, but not limited to, the Notice Inviting Bids, Instructions, and General Conditions, and the other documents relating thereto, Contractor hereby proposes and agrees to perform, within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, equipment, expendable equipment, and all utilities necessary to perform the Contract and all of the work required in connection with providing PUPIL FIELD TRIP TRANSPORTATION SERVICES all in strict conformity with the Contract Documents, including Addenda Nos. _____, as issued, all on file with District, for amounts set forth herein. Quote all bill rates as fully burdened rates.

D. As specified in the Instructions, District reserves the right to accept or reject any or all bids or to waive any irregularities or informalities in any bids, or any portion thereof, and in the bidding process.

E. Contractor acknowledges and agrees that this bid shall not be withdrawn for a period of one hundred eighty (180) days after bid opening. Contractor also acknowledges and agrees that the bidder selected for contract award through this RFB shall be required to

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

enter into a written Contract with District within ten (10) calendar days, or as soon thereafter as reasonably demanded by District, from the date of receiving the Contract and provide all required insurance information.

F. Bidder expressly acknowledges and agrees that bidder shall not be entitled to any commissions or tips, and that District shall only pay a sum based upon the hourly rate for field trips for actual trip hours, in accordance with the General Conditions.

G. Bidder proposes the following hourly rate for field trips:

_____ (in words)
\$ _____ (in numbers)

with the following additional notes and/or explanations: _____

Contractor's Official Business Name

Signature of Contractor's Authorized Representative

Typed or Printed Name of Contractor's Authorized Representative

Title of Contractor's Authorized Representative

Date

EXHIBIT "B"
BIDDER QUESTIONNAIRE

SECTION A: BIDDER INFORMATION

Section A will not be scored. However, the entire section must be completed. If the entire section is not completed, then the bidder may be considered "non-responsive" and may not be scored.

1. **Bidder's Name** (Please use official business name)

2. **Bidder's Licenses and Transportation Permits** (Please list below)

3. **Bidder's Physical Address**

4. **Bidder's Mailing Address** (If different than above)

5. **Bidder's Main Telephone Number** _____
6. **Bidder's Main Facsimile Number** _____
7. **Bidder's Website** _____
8. **Contact Person #1** _____
Email Address for Contact Person #1 _____
Direct Telephone Line for Contact Person #1 _____
9. **Contact Person #2** _____
Email Address for Contact Person #2 _____
Direct Telephone Line for Contact Person #2 _____
10. **Type of Entity** (Check one box. This information must correspond with any license(s).)
 Corporation Partnership
 Limited Liability Company Sole Proprietorship
 Other: _____

11. **Current Structure of Bidder's Business (Complete only one section.)**

a. Complete this section if bidder is a corporation.

- i. What date was the corporation incorporated? _____
- ii. Under the laws of what state? _____

b. Complete this section if bidder is a partnership.

- i. What date was the partnership formed? _____
- ii. Under the laws of what state? _____

c. Complete this section if bidder is a limited liability company.

- i. What date was the LLC formed? _____
- ii. Under the laws of which state? _____

d. Complete this section if bidder is a sole proprietorship.

- i. Date business commenced _____
- ii. State(s) in which business has operated _____

END OF SECTION A

SECTION B: ESSENTIAL REQUIREMENTS FOR QUALIFICATION

**Bidder will be immediately disqualified if the answer to any of questions 12 through 15 is "no."
Bidder will be immediately disqualified if the answer to any of questions 16 through 18 is "yes."**

12. Does your firm possess all the licenses and permits required for performance under the Contract, and are all such licenses and permits valid and in good standing?
 Yes No
13. Is your firm currently providing or has your firm previously provided student transportation services to a State county office of education or State public school district?
 Yes No
14. Please answer the following questions regarding your firm's insurance policies:
- a. Does your firm acknowledge and agree that, if awarded a bid, the firm must obtain commercial general liability insurance on an occurrence basis, including \$10,000,000.00 per occurrence, \$10,000,000.00 general aggregate, and \$10,000,000.00 for sexual abuse and molestation coverage, at your firm's sole cost and expense, and as a precondition to entering the Contract with District?
 Yes No
- b. Does your firm acknowledge and agree that, if awarded a bid, the firm must obtain commercial automobile liability insurance for all owned, hired and non-owned vehicles with combined single limits no less than \$26,000,000.00 for bodily injury and property damage, at your firm's sole cost and expense, and as a precondition to entering the Contract with District?
 Yes No
- c. Does your firm acknowledge and agree that, if awarded a bid, the firm must maintain workers' compensation insurance as required by the Labor Code (unless the firm is legally self-insured pursuant to Labor Code Sections 3700, *et seq.*), at your firm's sole cost and expense, and as a precondition to entering the Contract with District?
 Yes No The firm is exempt from this requirement because it has no employees
- d. Does your firm acknowledge and agree that, if awarded a bid, the firm must obtain employer's liability insurance with a limit of no less than

\$1,000,000.00 per occurrence and \$1,000,000.00 aggregate, at your firm's sole cost and expense, and as a precondition to entering the Contract with District?

Yes No

e. Does your firm acknowledge and agree that if awarded a bid, the firm must obtain personal property insurance in an amount sufficient to provide full replacement value coverage for all vehicles subject to the Contract, at your firm's sole cost and expense, and as a precondition to entering the Contract with District?

Yes No

15. Does your firm acknowledge and agree that, if awarded the Contract, (a) your firm will be required to execute the Carrier Agreement and Required Contract Forms in the form set forth in this RFB, (b) this RFB, including, but not limited to, the General Conditions, will be incorporated by reference into the Carrier Agreement, and (c) the firm will be bound by the indemnity, liquidated damages, early termination clauses set forth in the General Conditions, and the personnel requirements set forth in the General Conditions, and all other provisions set forth in this RFB?

Yes No

16. At any time during the last five years, has a surety firm completed a contract on your behalf, or paid for completion because your firm defaulted or was terminated by the project owner?

Yes No

17. Under the provisions of Federal Executive Order 12549 or for any other reason, is your firm currently ineligible to bid on or be awarded a contract with a public agency, or is it reasonably foreseeable that your firm will be ineligible to bid on or be awarded a government contract within the next year?

Yes No

18. At any time during the last five years, has your firm, or any of its owners or officers, been convicted of a crime involving the awarding of a government contract, or the bidding or performance of a government contract, or is your firm or any of its owners or officers currently in the process of being prosecuted for such a crime?

Yes No

END OF SECTION B

SECTION C: HISTORY AND ORGANIZATIONAL PERFORMANCE

Section C is divided into four subsections: C-1 "Business Structure; Leadership"; C-2 "Disputes"; C-3 "Civil and Criminal Lawsuits"; and C-4 "Financial Information; Bonding Capacity." Each subsection will be scored as set forth herein.

SECTION C-1: BUSINESS STRUCTURE; LEADERSHIP

19. At any time during the last five years, has your firm or any firm with which any of your firm's owners, partners or officers are associated received a notice of suspension or forfeiture from the California Secretary of State or the Franchise Tax Board?

Yes No

Yes = 0 points. No = 5 points.

20. At any time during the last five years, was your firm the debtor in a bankruptcy case, whether voluntary or involuntary, or did your firm assign any or all of its assets for the benefit of any creditor, or is your firm currently the debtor in a bankruptcy case?

Yes No

Yes = 0 points. No = 5 points.

21. At any time during the last five years, has your firm changed names or license numbers, or has any license held by your firm been suspended?

Yes No

Yes = 0 points. No = 5 points.

22. Please indicate the total number of years and months your firm has provided pupil transportation services. _____ years _____ months

≥ 15 years = 5 points.
< 15 years to ≥ 10 = 4 points.
< 10 years to ≥ 5 years = 3 points.
< 5 years to ≥ 3 years = 2 points.
< 3 years = 0 points.

SECTION C-2: DISPUTES

23. At any time during the last five years, has your firm received a notice of noncompliance or notice of default from any public agency regarding your work/services and your firm DID NOT substantially prevail on this matter?

Yes No

Yes = 0 points. No = 5 points.

24. At any time during the last five years, has your firm filed a request to withdraw or be released from a public agency bid?

Yes No

Yes = 0 points. No = 5 points.

25. At any time during the last five years, has your firm been assessed and paid liquidated damages in relation to a government contract or private contract?

Yes No

Yes = 0 points. No = 5 points.

26. At any time during the last five years, has your firm, or any firm with which any of your firm's owners, officers or partners was or is associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency contract for any reason?

Yes No

Yes = 0 points. No = 5 points.

27. At any time during the last five years, has your firm been denied an award of a public agency contract based on a finding by a public agency that your company was not a "responsible" bidder?

Yes No

Yes = 0 points. No = 5 points.

NOTE: Questions 20 and 21 refer only to disputes between your firm and your public agency client. You need not include information about disputes between your firm and a supplier, another contractor, or employee. You may also omit reference to all disputes about amounts of less than \$50,000.00.

28. At any time during the past five years, has any claim against your firm concerning your firm's work on a government contract been filed in court or arbitration and your firm DID NOT prevail on substantially all aspects of such claim?

Yes No

Yes = 0 points. No = 5 points.

29. At any time during the past five years, has your firm made any claim against a governmental entity (e.g., public school district, county office of education, city) concerning work or services under a contract and filed that claim in court or arbitration and your firm DID NOT prevail on substantially all aspects of such claim?

Yes No

Yes = 0 points. No = 5 points.

30. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default or to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a transportation contract, either public or private?

Yes No

Yes = 0 points. No = 5 points.

31. At any time during the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

Yes No

Yes = 0 points. No = 5 points.

32. Is your firm's insurance deductible equal to or less than one hundred thousand dollars (\$100,000.00)?

Yes No

Yes = 5 points. No = 0 points.

Note: if your firm's insurance deductible is higher than \$100,000.00, then District reserves the right to request proof of funds to pay the deductible.

33. Has your firm exhausted its insurance limits or is your firm within five hundred thousand dollars (\$500,000.00) of exhausting its insurance limits?

Yes No

Yes, or not substantiated = 0 points.
No, and substantiated = 5 points.
Note: if your firm has exhausted or nearly exhausted its insurance limits, then the firm may be disqualified or District may require additional insurance from the bidder.

34. What was your firm's accident loss ratio for the last three years in southern California?

Accident loss ratio for CY 2015: _____

Accident loss ratio for CY 2016: _____

Accident loss ratio for CY 2017: _____

Average over last 3 years: _____

Below 40% = 5 points.
40-59% = 3 points.
60% or above = 0 points.
District reserves the right to request additional information related to this question.

35. At any time during the last five years, has any surety company denied bond credit to your firm, or was your firm ever without a surety bond although one was required?

Yes No

Yes = 0 points. No = 5 points.

SECTION C-3: CIVIL AND CRIMINAL LAWSUITS

36. Has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity (e.g., county office of education, public school district, city)?

Yes No

Yes = 0 points. No = 5 points.

37. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to transportation services?

Yes No

Yes = 0 points. No = 5 points.

38. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?
 Yes No

Yes = 0 points. No = 5 points.

39. Is your firm currently or has your firm at any time in the last five years been under a court order, consent decree or other settlement obligation involving pupil transportation services?
 Yes No

Yes = 0 points. (May be basis of request for additional information.) No = 5 points.

SECTION C-4: FINANCIAL INFORMATION

40. State your firm's tax identification number: _____

This question is not scored.

41. At any time during the last ten years, has your firm received a notice of tax lien from the Internal Revenue Service or the State, including, but not limited to, the Employment Development Department; been assessed penalties for failure to properly pay or withhold taxes; become the subject of a State or federal notice of tax levy; or otherwise been accused of failing to properly pay or withhold State or federal taxes, and your firm DID NOT prevail on substantially all aspects of this matter?
 Yes No

Yes = 0 points. No = 5 points.

42. Are there currently any outstanding judgment liens against your firm or any of its property (*i.e.*, a lien created when someone wins a lawsuit against you and records the judgment against your property) or anticipated to be filed against your firm?
 Yes No

Yes = 0 points. No = 5 points.

43. At any time during the last five years, was your firm the subject of any effort to collect delinquent debt in excess of \$100,000.00, and your firm DID NOT substantially prevail on such claim?
 Yes No

Yes = 0 points. No = 5 points.

END OF SECTION C

SECTION D: SAFETY; STUDENT BUS DRIVERS

This section will be scored as set forth herein.

44. In the space provided below, please briefly describe your firm's driver selection procedures, including (a) the procedure for securing data on applicants, (b) the personal interview procedures, (c) the reference check procedure, (d) the driving test procedures, and (e) the communication test procedures (*i.e.*, the drivers' verbal and written communication skills). _____

Excellent procedures (covers all topics thoroughly and procedures likely to ensure high quality drivers) = 10 points.

Average procedures (covers most but not all topics, or covers some topics in cursory manner; procedures somewhat likely to ensure high quality drivers) = 6 points.

Below average procedures (covers only a minimum of topics or covers all topics in a cursory manner; procedures not likely to ensure high quality drivers) = 0 points.

45. Please provide the name and title of the person or persons at your firm who are responsible for your driver personnel program, and briefly describe their background/qualifications. _____

Firm has at least 1 highly qualified person = 5 points.
Firm has 1 person with average credentials = 3 points.
Firm does not have a person in charge of driver personnel or person has minimum qualifications = 0 points.

46. Does your firm have a driver training program for its employees?
 Yes No

Yes = 5 points. No = 0 points.

47. Does your firm have a system in place for detecting, testing, reporting and training employees with regard to drug and alcohol abuse?
 Yes No

If yes, please briefly describe the program. You may attach additional sheets if necessary. _____

Yes, and substantiated = 5 points.
No, or not substantiated = 0 points.

48. Does your firm possess a written safety program for its drivers?

Yes No

Yes = 5 points. No = 0 points.

49. How often does your firm require its drivers to undertake safety training, including safety training refreshers/continuing safety trainings? _____

> 10 times a year = 5 points. 9 to 2 times a year = 3 points. Once a year or less = 0 points.

50. Does your firm have a system in place to address drivers who have been involved in preventable vehicular accidents?

Yes No

Yes = 5 points. No = 0 points.

51. At any time during the last five years, has the California Occupational Safety and Health Administration (Cal-OSHA) cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations, and the citation was not overturned on appeal?

Yes No

Yes = 0 points. No = 5 points.

52. At any time during the last five years, has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm, and the citation was not overturned on appeal?

Yes No

Yes = 0 points. No = 5 points.

53. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years.

EMR for CY 2017: _____

EMR for CY 2016: _____

EMR for CY 2015: _____

Average of last 3 years: _____

For EMR average: $\leq .95 = 5$ points. $> .95$ and $\leq 1.0 = 3$ points. $> 1.0 = 0$ points.

54. At any time during the last five years, has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

Yes No

Yes = 0 points. No = 5 points.

55. During the last five years, has any public agency ever found that you violated its safety and health program?

Yes No

Yes = 0 points. No = 5 points.

56. During the last five years, has any public agency found that your firm violated its drug-free workplace or alcohol and tobacco policy (Gov. Code Sections 8350, *et seq.*)?

Yes No

Yes = 0 points. No = 5 points.

57. Has any school district or county office of education ever found that your firm failed to properly take the precautionary measures designed to ensure the safety of students (*e.g.*, ensuring that your employees passed applicable background checks) (*see, e.g.*, Ed. Code Sections 45125.1 and 45125.2)?

Yes No

Yes = 0 points. No = 5 points.

END OF SECTION D AND END OF QUESTIONNAIRE

EXHIBIT "C"
REFERENCE FORM

Bidder must provide at least three references with the bid. At least two references must be public school districts or county offices of education located in the State. All information must be current and verifiable.

1. **Client Name:** _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

2. **Client Name:** _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

3. **Client Name:** _____
Client's Main Business Address: _____

Contact Name and Title: _____
Contact's Telephone Number: _____
Contact's Email Address: _____
Year Contract Commenced and Ended: _____
Types of Services Provided: _____

EXHIBIT "D"

BID BOND FORM

Agency: Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036

Project: RFB #18-01 – Pupil Field Trip Transportation Services

Bidder (insert full legal name): _____

Surety (insert full legal name): _____

Penal Sum: _____ (\$ _____)

KNOW ALL MEN BY THESE PRESENTS,

That we, _____ (Bidder as "Principal") and _____ as surety ("Surety") are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **RIO SCHOOL DISTRICT** (the "Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying bid ("Bid") for services related to the above-referenced Project, and the Bid must be accompanied by Bid security; and

WHEREAS, subject to the terms of this bond, the Surety is firmly bound unto Obligee in the penal sum of ten percent (10%) of the total amount of the Bid submitted by Principal to Obligee, as set forth above;

NOW, THEREFORE, Principal and Surety agree to the following, for the benefit of Obligee:

1. If Principal shall not withdraw said Bid for one hundred eighty (180) calendar days after opening of said Bid; and if Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within ten (10) calendar days after the prescribed forms are presented to Principal for signature, enter into a written contract with Obligee, in accordance with the Bid as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of the Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of the Bid within the period specified for the holding open of the Bid or the failure of Principal to enter into the Contract and give such bonds within the time specified, if Principal shall pay Obligee the difference between the amount specified in the Bid and the amount for which Obligee may procure the required services and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by Obligee in again calling for

bids or otherwise procuring said services or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

2. Surety, for value received, hereby stipulates and agrees that this Bid Bond and the Surety's obligations hereunder shall be and remain in effect until such time as one or more of the conditions described hereinabove for rendering this Bid Bond null and void have been satisfied. Surety, for value received, further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Notice Inviting Bids, or any portion of the Contract Documents shall in any way affect its obligations under this Bid Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, the Notice Inviting Bids, or any other portion of the Contract Documents.

3. If Obligees awards the Contract to Principal, but Principal fails and or refuses to enter into the Contract and or to properly and duly execute and deliver the required documentation, then, immediately upon request of Obligees and without imposing any additional conditions on payment whatsoever, Surety and/or Principal shall forfeit and pay to Obligees an amount equal to the costs incurred by Obligees in connection with such failure or refusal by Principal. For purposes of the foregoing, the amount payable to Obligees in connection with such failure or refusal by Principal, as determined by Obligees, shall include: (a) the difference between Principal's Bid and the bid submitted by the responsible bidder with the next lowest responsive bid; and (b) the administrative and other costs and expenses incurred by Obligees to contract with such next lowest bidder, advertise or otherwise seek additional bids and or take other actions in response to such failure or refusal by Principal. Obligees may provide notice to Principal and Surety that, although payment is not yet due pursuant to this Bid Bond, payment will be due after Obligees has determined the amount of the costs it has incurred. Regardless of whether Obligees gives such notice, this Bid Bond shall remain in effect until such amount has been paid to Obligees.

4. This Bid Bond shall be governed by the laws of the State of California. In the event that any suit or other proceeding is brought upon this Bid Bond by Obligees, Surety shall pay to Obligees all costs, expenses and fees incurred by Obligees in connection therewith, including without limitation, attorneys' fees. Moreover, in the event of any litigation, Surety, Principal and any cosigners shall submit to jurisdiction in the superior courts of the County of Ventura or the federal courts located in the County of Los Angeles, as applicable.

5. In issuing this Bid Bond, Surety certifies to Obligees that Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120. Surety also certifies that Surety possesses a certificate of authority from the California Insurance Commissioner authorizing it to write surety insurance defined in California Insurance Code Section 105, and, as applicable, the Treasury Department's most current list.

6. Each person signing this Bid Bond on behalf of either Principal or Surety, as applicable, hereby represents and warrants that he or she has been duly authorized to sign, and thereby bind such party to, this Bid Bond.

IN WITNESS WHEREOF, Principal and Surety have executed this instrument this _____ day of _____, 2018 by their duly authorized agents or representatives.

“Principal”

(Affix Corporate Seal)

Corporate or Individual Name

Authorized Representative’s Signature

Authorized Representative’s Printed Name and Title

Date

“Surety”

(Affix Corporate Seal)

Corporate Name

Authorized Representative’s Signature

Authorized Representative’s Printed Name and Title

Date

NOTE: Signatures must be notarized. A certified copy of the power of attorney of the Surety’s authorized signatory must be attached to this Bid Bond.

SURETY INFORMATION FORM

This form must be completed and submitted with the Bid Bond. Do not leave any information blank.

1. Any claims under this bond may be addressed to:

Name of Surety: _____

Address of Surety: _____

Telephone Number: _____

2. Local contact information (please complete for two agents/representatives located in southern California and authorized to receive service of process and other official documents on behalf of Surety):

Agent/Representative for service of process in CA: _____

Business Address of Agent/Representative: _____

Telephone Number of Agent/Representative: _____

Facsimile of Agent/Representative: _____

Email of Agent/Representative: _____

Agent/Representative for service of process in CA: _____

Business Address of Agent/Representative: _____

Telephone Number of Agent/Representative: _____

Facsimile of Agent/Representative: _____

Email of Agent/Representative: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } S.S.
COUNTY OF _____ }

On _____ 201__, before me, _____, a Notary Public in and for said County and State, personally appeared, _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
 } S.S.
COUNTY OF _____ }

On _____ 201___, before me, _____, a Notary Public in and for said County and State, personally appeared, _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

(Notary Seal)

EXHIBIT "E"
REQUIRED BID FORMS

Bidders must complete all the forms included in Exhibit "E" and submit the completed forms with the bid in the order provided. Forms shall be completed as set forth in the RFB Instructions.

EXHIBIT "E-1"
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR OTHER
INELIGIBILITY (FEDERAL EXECUTIVE ORDER 12549)**

By executing this document, Contractor certifies to the best of its knowledge and belief that it and its principals:

A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

B. Have not, within a three (3)-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, State or local) or contract under a public transaction; or violation of federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

C. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (federal, State or local), with commission of any of the offenses enumerated in Section B above; and,

D. Have not, within a three (3)-year period preceding the execution of this contractual instrument, had one or more public transactions (federal, State or local) terminated for cause or default.

Contractor's Official Business Name

Signature of Contractor's Authorized Representative

Typed or Printed Name of Contractor's Authorized Representative

Title of Contractor's Authorized Representative

Date

EXHIBIT "E-2"
NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned hereby declares:

I am the _____ (insert title)
of _____ (insert name of bidder), the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or a sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury pursuant to the laws of the State of California that the foregoing is true and correct, and that this declaration is executed on _____, 201_,
at _____ (city), _____ (state).

Contractor's Official Business Name

Signature of Contractor's Authorized Representative

Typed or Printed Name of Contractor's Authorized Representative

Title of Contractor's Authorized Representative

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

EXHIBIT "E-3"
CERTIFICATION REGARDING IRAN CONTRACTINGACT
(Public Contract Code ("PCC") Sections 2200, *et seq.*)

The undersigned hereby certifies to District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly-authorized representative of the bidder. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of the bidder.

2. The appropriate box is checked immediately below and the statement relating to the bidder's status in regard to the Iran Contracting Act of 2010 (PCC Code Sections 2200, *et seq.*) following such box is true and correct with respect to the bidder. (Check only one box.)

The bidder is not: identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b); or a financial institution that extends, for forty-five (45) days or more, credit in the amount of twenty million dollars (\$20,000,000.00) or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with PCC Section 2203(b), if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

District has exempted the bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, District will be unable to obtain the goods and or services to be provided pursuant to the Contract.

The maximum total amount payable to the bidder in connection with the Contract, as of the date of this certification, does not exceed one million dollars (\$1,000,000.00).

3. The bidder is aware and acknowledges that in accordance with PCC Section 2205, false certification of this form may result in civil penalties equal to the greater of two hundred fifty thousand dollars (\$250,000.00) or twice the Contract amount, termination of the Contract, and/or ineligibility to bid on contracts for three (3) years.

Name of Bidder

Signature of Bidder's Authorized Representative

Typed or Printed Name and Title of Bidder's Authorized Representative

Date

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

**EXHIBIT F
CARRIER AGREEMENT**

CARRIER AGREEMENT

This Carrier Agreement (this "Carrier Agreement") is entered into as of the below-referenced Effective Date, by and between Rio School District, a public school district organized under State law ("District"), and the below-referenced Contractor, with regard to the below-referenced RFB Package for the below-referenced Contract Price. District and Contractor are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

Effective Date: _____, 20____
Contractor: _____
RFB: RFB No. 18-01 – Pupil Field Trip Transportation Services
Hourly Rate: \$ _____ (in numbers)
_____ (in words)

RECITALS

WHEREAS, District is a public school district located in the City of Oxnard (the "City"), County of Ventura (the "County") and the State of California (the "State"), which, at the time of executing this Carrier Agreement, provides public education to more than 5,050 students in five elementary schools, one K-8 school, and two middle schools, and intends to open a new K-8 school within the next year; and

WHEREAS, District requires bus transportation services for its pupil field trip programs within and outside of the County; and

WHEREAS, District issued that certain Request for Bids No. 18-01 – Pupil Field Trip Transportation Services (the "RFB"), all in accordance with applicable law, and pursuant to which Contractor submitted a bid; and

WHEREAS, Contractor was subsequently awarded the bid for the services contemplated under the RFB; and

WHEREAS, in other parts of the Contract Documents, Contractor may be referred to as the "bidder;"

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. Definitions. All terms with initial capital letters used herein but not otherwise defined shall have the meaning set forth in the RFB.

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

2. Scope of Work. Contractor shall furnish all labor, materials, equipment, tools, utilities, temporary facilities, goods and services necessary for full completion of all the services set forth in the RFB, including, but not limited to, the General Conditions (the "Work").

3. Component Parts of the Contract. This Carrier Agreement is but one part of the Contract that sets forth the complete understanding and agreement of District and Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, each of which may be amended in accordance with their provisions, and each of which is incorporated herein by reference and shall be construed as operative and effective parts of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- a. Notice Inviting Bids;
- b. Instructions;
- c. General Conditions;
- d. Required Bid Forms;
- e. Required Contract Forms;
- f. This Carrier Agreement;
- g. All Addenda to the RFB;
- h. Notice of Award; and
- i. Notice to Proceed.

4. Contract Term. Contractor shall mobilize and commence the Work on May 1 2018 (the "Commencement Date") or as otherwise directed in the notice from District directing Contractor to proceed with the Work (the "Notice to Proceed"). The Contract shall be for a five (5)-year period ending on April 30, 2023. For avoidance of doubt, the initial term (the "Initial Term") shall be May 1, 2018 to April 30, 2023. The Parties may agree in writing to extend for an additional year or additional years (the "Extended Term"); provided, however, that on or before November 1, 2022, the Parties shall meet and confer, and make a final determination as to whether to extend the Contract, and further provided that any Extended Term shall be on the same terms and conditions set forth in the Contract.

5. Compliance with RFB. Contractor must perform the Work in accordance with the RFB, including all Contract Documents.

6. Contract Price. As full consideration for the full and faithful performance by Contractor of each and all of its obligations pursuant to the Contract, District shall pay to Contractor the Hourly Rate. The Hourly Rate is subject to increase and/or decrease as provided in the Contract Documents. District shall pay the Hourly Rate to Contractor in accordance with the General Conditions.

7. Representations and Warranties. In addition to any other representations and warranties set forth elsewhere in the Contract Documents, Contractor hereby represents and warrants to District that:

a. Contractor is currently authorized and qualified to conduct business in the State and the County, and Contractor will remain in good standing in the State and the County for the entire term of the Contract.

b. Contractor has carefully examined the Contract and the Contract Documents; is familiar with the Work; and has the expertise, personnel, and resources to timely and properly conduct the Work.

c. Contractor has the right, power, and authority to enter into the Contract, including this Carrier Agreement and all Contract Documents, and to perform its obligations hereunder and under the Contract.

d. This Carrier Agreement constitutes the legal, valid, and binding obligation of Contractor enforceable against Contractor in accordance with its terms, except to the extent that such enforcement may be limited by applicable bankruptcy, insolvency, moratorium, and other principles relating to or limiting the rights of contracting parties generally. This Carrier Agreement does not violate any provision of any material agreement or document to which Contractor is a party or by which Contractor is bound.

e. There are no lawsuits, claims, suits, proceedings, or investigations pending or, to Contractor's knowledge, threatened against Contractor arising out of or concerning Contractor's performance under this Carrier Agreement. There are no suits, actions, or proceedings pending, or to Contractor's knowledge, threatened against Contractor which question the legality or propriety of the transactions contemplated hereunder.

All representations and warranties of Contractor are made as of the Effective Date and shall survive the term of the Contract for a period of three (3) years. Contractor shall be in material default if Contractor is unable to make the representations and warranties hereunder as of the Effective Date.

8. Due Authority of Signatories. Each person signing this Carrier Agreement on behalf of the Parties represents and warrants that he or she has been duly authorized by such Party to sign, and thereby bind such Party to this Carrier Agreement and the Contract.

9. Termination of Contract. The Contract, including this Carrier Agreement, may be terminated only in accordance with paragraph 37 of the General Conditions.

10. Governing Law; Venue. The Contract, including this Carrier Agreement, shall be construed in accordance with the laws of the State without regard to conflicts of law. Venue for any legal action or proceeding relating to the Contract shall lie exclusively in the County.

11. No Assignment. Contractor shall not assign this Carrier Agreement or its rights and obligations hereunder without District's prior written consent. Subject to the foregoing, all the provisions of this Carrier Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Parties.

12. No Waiver. The failure of District in any one or more instances to insist upon strict performance of any of the terms of the Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

13. Amendments. No addition to or modification of any term or provision of this Carrier Agreement shall be effective unless set forth in writing and signed by the Parties.

14. Time is of the Essence. Time is of the essence of each and every provision of the Contract. Unless business days are expressly provided for, all references to "days" herein shall refer to consecutive calendar days. If any date or time period provided for in the Contract is or ends on a Saturday, Sunday or federal, State or legal holiday, such date shall automatically be extended to the next day which is not a Saturday, Sunday or federal, state or legal holiday.

15. Headings. The paragraph and subparagraph headings in the Carrier Agreement are used for the purpose of convenience only and shall not be deemed to limit the subject of the paragraphs or subparagraphs.

16. Provisions Required by Law. Each and every provision of law and clause required to be inserted into this Carrier Agreement shall be deemed to be inserted herein, and this Carrier Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any provision is not inserted or is not inserted correctly, then upon application of either Party this Carrier Agreement shall forthwith be physically amended to make such insertion or correction.

17. **Severability.** If any term or provision of this Carrier Agreement shall become illegal, null or void, or against public policy, for any reason, or shall be held by a tribunal of competent jurisdiction to be illegal, null or void or against public policy, the remaining provisions of this Carrier Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permitted by law.

18. **Counterparts.** This Carrier Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signatures thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other Party. Counterparts may be delivered by facsimile or email provided that original executed counterparts are delivered to the recipient on the next business day following the facsimile or email transmission.

IN WITNESS WHEREOF, the Parties have executed this Carrier Agreement by and through signature of their respective duly authorized representatives as of the Effective Date.

“Contractor”

[Company Name, form of business entity and state of formation]

Authorized Representative’s Printed/Typed Name and Title

Authorized Representative’s Signature

“District”

Rio School District,
a California public school district

Authorized Representative’s Printed/Typed Name and Title

Authorized Representative’s Signature

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

EXHIBIT "G"
REQUIRED CONTRACT FORMS

EXHIBIT "G-1"

INSURANCE CERTIFICATIONS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

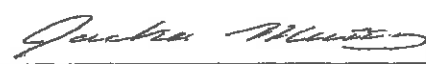
PRODUCER Best Insurance Agency Ventura CA 93002-1388	CONTACT NAME: Agent Contact Name	
	PHONE (A/C No. Ext):	FAX (A/C No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Carrier		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	Policy #	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			SAMPLE			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y 124541	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Sexual Molestation			12233434	7/1/2017	7/1/2018	Each Occurrence \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 General Liability: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form (INSERT AI FORM #). This Insurance is Primary & Non-Contributory to any other Insurance per form (INSERT FORM #). A Waiver of Subrogation is added in favor of the Additional Insured per form (INSERT FORM #). Workers Compensation: A Waiver of Subrogation is added in favor of the Additional Insured per form (INSERT FORM #)

CERTIFICATE HOLDER Ventura County Office Of Education	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE J Munoz-Goode/MIRNAH 

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ENDORSEMENT

WAIVER OF SUBROGATION - NEGLIGENCE EXCLUDED

In consideration of the payment of premium and adherence by both parties to the terms of this Agreement, it is hereby understood and agreed as follows:

The RECOVERY FROM OTHERS section of this Agreement shall recognize any "waiver of subrogation" executed by the EMPLOYER in favor of the below listed third parties, and such RECOVERY FROM OTHERS section shall be waived only to the extent of the actual terms, conditions and legality of the executed "waiver", unless the damage or injury is based upon the sole or concurrent, active, negligent participation of the below listed third party(ies).

Waiver in favor of:

Effective Date:

Job Description:

Length of Contract:

All other terms, conditions, agreements and stipulations remain unchanged.

DRAFT

Secretary

President



VEHICLE OR EQUIPMENT CERTIFICATE OF INSURANCE

DATE (MM/DD/YYYY)

12/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

This form is used to report coverages provided to a single specific vehicle or equipment. Do not use this form to report liability coverage provided to multiple vehicles under a single policy. Use ACORD 25 for that purpose.

PRODUCER ABC Agency	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
INSURED Bus Contractor	INSURER A : Carrier	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

YEAR	MAKE / MANUFACTURER	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER
DESCRIPTION				SERIAL NUMBER

COVERAGES CERTIFICATE NUMBER: 17/18 GL/PROP REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICY(IES) OF INSURANCE LISTED BELOW HAS/HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD(S) INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY(IES) DESCRIBED HEREIN IS/ARE SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICY(IES).

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		<input checked="" type="checkbox"/> VEHICLE LIABILITY	343434343	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT	\$ 26,000,000
		<input type="checkbox"/> GENERAL LIABILITY	SAMPLE			BODILY INJURY (Per person)	\$
		<input type="checkbox"/> OCCURRENCE				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> CLAIMS MADE				PROPERTY DAMAGE	\$
						EACH OCCURENCE	\$
						GENERAL AGGREGATE	\$
							\$
INSR LTR	LOSS PAYEE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS / DEDUCTIBLE	
A		<input checked="" type="checkbox"/> VEH COLLISION LCSS	32834384938	07/01/2017	07/01/2018	<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ ACV LIMIT
		<input type="checkbox"/> VEH COMP <input checked="" type="checkbox"/> VEH OTC	32834384938	07/01/2017	07/01/2018	<input type="checkbox"/> STATED AMT	\$ \$5,000 DED
		<input type="checkbox"/> PROPERTY				<input checked="" type="checkbox"/> ACV <input type="checkbox"/> AGREED AMT	\$ ACV LIMIT
		<input type="checkbox"/> BASIC <input type="checkbox"/> BROAD				<input type="checkbox"/> STATED AMT	\$ \$5,000 DED
		<input type="checkbox"/> SPECIAL <input type="checkbox"/> PCM				<input type="checkbox"/> RC <input type="checkbox"/> STATED AMT	\$ LIMIT
						<input type="checkbox"/>	\$ DED

REMARKS (INCLUDING SPECIAL CONDITIONS / OTHER COVERAGES) (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

ADDITIONAL INTEREST

Select one of the following:

The additional interest described below has been added to the policy(ies) listed herein by policy number(s).

A request has been submitted to add the additional interest described below to the policy(ies) listed herein by policy number(s).

VEHICLE / EQUIPMENT INTEREST: LEASED FINANCED

NAME AND ADDRESS OF ADDITIONAL INTEREST

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

DESCRIPTION OF THE ADDITIONAL INTEREST

ADDITIONAL INSURER LOSS PAYEE

LENDER'S LOSS PAYEE

LOAN / LEASE NUMBER

AUTHORIZED REPRESENTATIVE
J Munoz-Goode/MIRNAH *Juanita Munoz*

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Policy Number:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following.

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement is effective on the inception date of the policy.

SECTION II - LIABILITY COVERAGE 1. WHO IS AN INSURED is amended to include as an "insured" the person(s) or organization(s) named in the Schedule below, but only with respect to their legal liability for acts or omissions of a person for which Liability Coverage is afforded under this policy. You are authorized to act for the additional insured named in the Schedule in all matters pertaining to this insurance.

SCHEDULE

Additional insureds:

Rio School District, Oxnard, CA

All other terms and conditions of this Policy remain unchanged.

SAMPLE

EXHIBIT "G-2"
WORKERS' COMPENSATION CERTIFICATE
(Labor Code Section 1861)

Agency: Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard CA 93036

Project: RFB #18-01 – Pupil Field Trip Transportation Services

Contractor (insert full legal name): _____

The undersigned hereby certifies to District, subject to penalty of perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly-authorized representative of Contractor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of Contractor.

2. Contractor is aware of the provisions of Labor Code Sections 3700, *et seq.*, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code (including, but not limited to, by securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers) and Contractor shall comply with such provisions before commencing the performance of the work for the Project, and maintain such compliance throughout the entirety of its performance of the work on the Project.

Signature of Contractor's Authorized Representative

Typed or Printed Name of Contractor's Authorized Representative

Title of Contractor's Authorized Representative

Date

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

EXHIBIT "G-3"
CERTIFICATE OF NONDISCRIMINATION

Agency: Rio School District, 2500 E. Vineyard Avenue, Suite 100, Oxnard, CA 93036

Project: RFB # 18-01 – Pupil Field Trip Transportation Services

Contractor (insert full legal name): _____

The undersigned hereby certifies to District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

1. I am a duly-authorized representative of Contractor. As such, I have the full power to execute, and I hereby do execute, this certification on behalf of Contractor.

2. In accordance with applicable law, including, but not limited to, the California Fair Employment and Housing Act (Government Code Sections 12940, *et seq.*) and Labor Code Section 1735, and applicable District Policy, including, but not limited to, Board Policies No. 0410, 5145.3, 5145.7, and 5145.9, District is committed to equal opportunity for all individuals in education and notification consistent with applicable law. All District programs, activities, and practices shall be free from discrimination based on race, color, ancestry, national origin, ethnic group identification, age, religion, marital or parental status, physical or mental disability, sex, sexual orientation, gender, gender identity or expression, or genetic information; the perception of one or more of such characteristics; or association with a person or group with one or more of these actual or perceived characteristics. Moreover, District programs and facilities, viewed in their entirety, shall be in compliance with the Americans with Disabilities Act and any implementing standards and/or regulations.

3. Contractor is aware of the above-referenced laws and District Board Policies (collectively, the "Non-Discrimination Policies"). For the entire duration of the Contract, Contractor agrees to comply with the Non-Discrimination Policies to require compliance with the Non-Discrimination Policies by Contractor's employees who provide services in relation to the Contract.

Signature of Contractor's Authorized Representative

Typed or Printed Name of Contractor's Authorized Representative

Title of Contractor's Authorized Representative

Date

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

EXHIBIT "G-4"
**CRIMINAL BACKGROUND INVESTIGATION/
FINGERPRINTING CERTIFICATION**

Agency: Rio School District ("District")

Project: RFB # 18-01 – Pupil Field Trip Transportation Services

Contractor (insert full legal name): _____

The undersigned does hereby certify to the governing board of District as follows:

1. I am a duly-authorized representative of Contractor currently under contract with District; I am familiar with the facts herein certified; and I am authorized and qualified to execute this certificate on behalf of Contractor.

2. Contractor certifies that it has complied with the fingerprinting requirements of Education Code Section 45125.1 with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1.

3. Contractor understands that Contractor's responsibility for background clearance extends to all of its employees coming into contact with District pupils regardless of whether those employees are officially designated as employees or acting as independent contractors of Contractor.

4. A complete and accurate list of Contractor's employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

5. Contractor is aware, and agrees, that Contractor's failure to comply with this Certification for the entire term of the Contract may result in immediate termination of the Contract for cause.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

EXHIBIT "G-5"
DRUG-FREE WORKPLACE CERTIFICATION

Agency: Rio School District ("District")

Project: RFB # 18-01 – Pupil Field Trip Transportation Services

Contractor (insert full legal name): _____

This Drug-Free Workplace Certification form is required from the successful bidder pursuant to Government Code Sections 8350, *et seq.*, the Drug-Free Workplace Act of 1990 (the "Act"). The Act requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred. District is not a "state agency" as defined in the applicable section(s) of the Government Code, but District is a local agency under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

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

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

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

- i. The dangers of drug abuse in the workplace;
- ii. The person's or organization's policy of maintaining a drug-free workplace;
- iii. The availability of drug counseling, rehabilitation, and employee-assistance programs; and
- iv. The penalties that may be imposed upon employees for drug abuse violations.

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

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

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

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

EXHIBIT "G-6"
TOBACCO-FREE ENVIRONMENT CERTIFICATION

Agency: Rio School District ("District")

Project: RFB #18-01 – Pupil Field Trip Transportation Services

Contractor (insert full legal name): _____

I am a duly-authorized representative of Contractor. On behalf of Contractor, I, the undersigned, certify that Contractor agrees that it will abide by and implement District's Tobacco-Free Environment Policy. Pursuant to, without limitation, 20 U.S.C Section 6083, Labor Code Sections 6400, *et seq.*, Health and Safety Code Sections 104350, *et seq.*, and District Board Policies 3513.3, 5131.6 and 5131.62, District's Tobacco-Free Environment Policy prohibits the use of tobacco products and nicotine products at any time on District-owned or leased buildings, on District property and in vehicles used for District programs. Tobacco products include, but are not limited to: (a) any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff; (b) an electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah; and (c) any component, part, or accessory of a tobacco product, whether or not sold separately. Smoking means inhaling, exhaling, burning, or carrying of any lighted or heated cigar, cigarette, pipe, tobacco, or plant product intended for inhalation, whether natural or synthetic, in any manner or form with and without nicotine, and includes the use of an electronic smoking device that creates aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. Moreover, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. Contractor shall ensure that its employees, agents, independent contractors, and anyone else acting on its behalf complies with District's tobacco-free policy throughout the entire term of the Contract.

I hereby certify that Contractor will adhere to the requirements of that policy and not permit any of Contractor's employees or agents to use tobacco and/or smoke on buses used for District transportation or any Project sites.

Date: _____
Proper Name of Contractor: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT AND END OF RFB

Rio School District
RFB #18-01 – Pupil Field Trip Transportation Services

9.5



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.5 Approval of Change Order Related to Electrical Systems.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	23,000.00
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the change order be approved with Taft Electric.

Public Content

Speaker:
Kristen Plfko

Rationale:

This change order is an added cost required to correct a condition in the bid documents. The contractor found a discrepancy in the calculations used to size the electrical feeders for the campus. The issue was confirmed by the Engineer in a RFI, and the correction had a cost impact. Taft was able to offer the option of aluminum feeder wires at a cost savings over using copper. This effort by Taft helps save the District cost on the originally greater impact of increased copper wire size. The value was negotiated and validated by Balfour Beatty to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

Taft Electric Change Order.pdf (382 KB)

Administrative Content

Executive Content

Balfour Beatty Construction

Rio School District
2500 E Vinyard Ave
Oxnard, CA 93036

February 8, 2018

Attn: Kristen Pifko

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #20 Electrical and Elevator
Recommendation to Approve PCO #20.1 Taft Electric

Dear Ms. Pifko,
Please accept this letter as recommendation to request approval for CO #20.1 to Taft Electric for added or deleted scope items at the above Project, and as amendment to their contract. Scope change to the project is as follows:

Item 1.1 Use Aluminum in Lieu of Copper Feeders
Reason: VE for Changes needed in PCO 20.2 / RFI 005

Project Cost Update:

Taft Electric Base Agreement	\$4,462,000.00
CO #20.1	\$ 23,000.00
Total Construction Cost to Date	\$4,485,000.00

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Kristen Pifko (Rio School District)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

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

**CO 20.1
2-8-2018**

PROJECT NO: 0045-015

CO NO: 20.1

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: Taft Electric.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$4,482,000.00
Previous Approved Change Orders	\$0.00
This Change Order	\$23,000.00
Adjusted Contract Amount	\$4,485,000.00

TIME:

Original Contract Completion Date	December 2018
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2018

IT IS AGREED BY THE CONTRACTOR THAT THE AMMENDED 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 1.1 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 1.1 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

Contractor: Taft Electric

By _____

By _____

Date _____

Date _____

District Architect; Architecture for Education

District PM/CM; Balfour Beatty Construction

By _____

By _____

Date _____

Date 2/8/2018

PCO to Contract
Rio Bid 0045-015

Rio School District

CO #20.1

Project No 0045-015

2/8/2018

Rio STEAM K-8 Campus

BP #20 Electric and Elevator

Taft Electric

Original Contract

\$ 4,462,000.00

Item No.	GC No.	Description	Reason	Cost/Credit
1.1		Credit for Value Engineering of the Plaster and Waterproofing systems	Value engineering - cost savings	\$ 23,000.00

Total PCO #5.6

\$ 23,000.00

Previous CO

\$ -

Original Contract

\$ 4,462,000.00

Revised Contract

\$ 4,485,000.00



GAYLAIRD CHRISTOPHER FAIA
RACHEL ADAMS, AIA, LEED AP

February 7, 2016

Rob Perks
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard CA 93036

RE: PCO #20.3 Feeder CU to Aluminum

Dear Rob,

Per our discussion and the clarified culver letter we accept the proposed cost of \$23,000 identified in PCO #20.3 in conjunction with voiding PCO #20.2 on 12/22/17

Sincerely,



Rachel Adams, AIA, LEED AP
Manager, Principal

Balfour Beatty Construction

Architecture for Education
41 N Fair Oaks Ave
Pasadena, CA 91103

February 7, 2018

Attn: Rachel Adams

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #20 Electrical and Elevator
Recommendation to Approve PCO #20.3 R1 to Taft Electric

Dear Ms. Adams,
Please accept this letter as recommendation to request approval for PCO #20.3 to Taft Electric for added or deleted scope items at the above Project. Scope change to the project is as follows;

Item 1.1 Use Aluminum in Lieu of copper Feeders
Reason: VE for Changes needed in PCO 20.2 / RFI 005

Project Cost Update:

Taft Electric Base Agreement	\$4,462,000.00
PCO #20.3	\$ 23,000.00
Previous PCO #20.2	voided \$ 52,510.00
Previous PCO #20.1	(\$ 42,975.00)
Total Construction Cost to Date	\$4,494,585.00 \$4,442,025

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Kristen Plifko (Rio School District)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

Rio School District

PCO #20.3

Project No 0045-015

12/21/2017

Rio STEAM K-8 Campus

BP #20 Electric and Elevator

Test Electric

Original Contract

\$ 4,462,000.00

Item No.	GC No	Description	Reason	Cost/Credit
1.1		Cost to use Aluminum Feeders in lieu of copper as defined in PCO 20.2	Value engineering - cost savings to a larger add	\$ 23,000.00

Total PCO #20.3	\$ 23,000.00
Previous PCO 20.1	\$ (42,875)
Previous PCO 20.2	\$ 52,510
Original Contract	\$ 4,462,000.00
Revised Contract	\$ 4,481,525.00
	\$4,442,025

voided



PCO #006

Teft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2257 - RIO STEAM K-8 Campus
2899 North Ventura Road
Oxnard, California 93036

Change Order Request #006: VE 02 - Aluminum Feeders

TO:	Balfour Beatty 300 East Esplanade Suite 1120 Oxnard California, 93036	FROM:	Teft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	006 / 0	CONTRACT:	1 - RIO STEAM K-8 Campus Prime Contract
REQUEST RECEIVED FROM:		CREATED BY:	Brian Stamper (Teft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	9/18 /2017
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$23,000.00

POTENTIAL CHANGE ORDER TITLE: VE 02 - Aluminum Feeders

CHANGE REASON: Design Development

POTENTIAL CHANGE ORDER DESCRIPTION: (The Contract is Changed As Follows)

Teft is proposing a credit of \$29,510 to use aluminum conductors in lieu of copper for the main feeders between buildings. This COR/PCO would replace COR/PCO 001.

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amounts for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration costs. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of these conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

Qualifications/Exclusions:

- All work to be done during normal working hours. No overtime or premium time is included.
- If approved, this would replace the previously submitted COR/PCO 001 in the amount of \$52,510.
- Changes would be as follows:
A1H1 - changed to (2) 2-1/2" with 4 #250 and 1 #2 each.
B1H1 - changed to (2) 2-1/2" with 4 #250 and 1 #2 each.
C1H1 and C2H1 both changed to (2) 2-1/2" each.
D1H1 - conduit is good, changed to 4 #350.
D2H1 - changed to (2) 2-1/2" with 4 #250 and 1 #2 each.
PVC 80 90's in main gear to be replaced with PVC 40 90's.
- Cut sheet and ampacity table is included for review

Please sign this proposal and provide a Contract Change Order for billing purposes if you agree as proposed

ATTACHMENTS:



GAYLAIRD CHRISTOPHER FAIA
RACHEL ADAMS AIA LEED AP

February 6, 2018

Rob Perles
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

RE: PCO #20.2 Single Line Feeder Changes

Dear Rob,

We have received PCO #20.2 on 12/22/17, reviewed it against recent electrical discussions and RFI #198R5, and confirm this option was decided against. Please void this PCO.

Sincerely,

Rachel Adams, AIA, LEED AP
Managing Principal

Balfour Beatty Construction

Architecture for Education
41 N Fair Oaks Ave
Pasadena, CA 91103

December 22, 2017

Attn: Rachel Adams

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #20 Electrical
Recommendation to Approve PCO #20.2 to Taft Electric

Dear Ms. Adams,
Please accept this letter as recommendation to request approval for PCO #20.2 to Taft Electric for added or deleted scope items at the above Project. Scope change to the project is as follows;

Item 1.1 Added scope for single line feeder changes
Reason: Bid Document wire size not sufficient for design

Project Cost Update:

Taft Electric Base Agreement
PCO #20.2
Previous PCO #20.1
Total Construction Cost to Date

VOID IN LIEU OF
PCO #20.3
TE - PBS Engineers
2/6/18

~~\$4,462,000.00~~
~~\$ 52,510.00~~
~~(\$ 42,975.00)~~
\$4,471,535.00

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Kristen Pifko (Rio School District)
Jesus Muguerza Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

Rio School District

PCO #20.2

Project No 0045-015

12/21/2017

Rio STEAM K-8 Campus

BF #20 Pumping and Site Utilities

Taft Electric

Original Contract

\$ 4,462,000.00

Item No.	GC No.	Description	Reason	Cost/Credit
1.1	PCO #001	Added scope for single line feeder changes	Bld Document Wire size was not sufficient for design	\$ 52,510.00

Total PCO #20.2

\$ 52,510.00

Previous PCO 20.1

\$ (42,975)

Original Contract

\$ 4,462,000.00

Revised Contract

\$ 4,471,535.00



PCO #001

Taft Electric
1694 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2257 - RIO STEAM K-8 Campus
2999 North Ventura Road
Oxnard, California 93038

Change Order Request #001: Single Line, Feeder Wire Sizing Change, RFI 5

TO:	Belfour Beatty 300 East Esplanade Suite 1120 Oxnard California, 93038	FROM:	Taft Electric Company 1694 Eastman Avenue Ventura California, 93003
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - RIO STEAM K-8 Campus Prime Contract
REQUEST RECEIVED FROM:	Brian Stamper (Taft Electric Company)	CREATED BY:	Brian Stamper (Taft Electric Company)
STATUS:	Pending - In Review	CREATED DATE:	8/28 /2017
REFERENCE:		FIELD CHANGE:	No
SCHEDULE IMPACT:		LOCATION:	
		TOTAL AMOUNT:	\$52,510.00

POTENTIAL CHANGE ORDER TITLE: Single Line, Feeder Wire Sizing Change, RFI 5

CHANGE REASON: RFI Directive

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

This change proposal is based on the usual cost elements such as labor, materials, and markup and does not include any amounts for impacts such as interference, trade stacking, disruptions, rescheduling, changes in the sequence of work, delays, and/or associated acceleration costs. We expressly reserve our right to submit our request for any of these items should we be faced with performing work under any of those conditions.

This cost proposal supersedes all previously submitted cost proposals relating to this same work. The work of other trades which may be required to complete this change order is not part of this proposal.

This quote is valid for 30 calendar days from the above date. We reserve our right to re-quote this change proposal should the approval take longer than 30 days.

Qualifications/Exclusions:

Price includes changes to the following: Feeder A1H1, B1H1, C1H1 and C2H1 wire and conduit size change.

1. All work to be done during normal working hours. No overtime or premium time is included.
2. Feeder A1H1 was priced with (2) 2-1/2", 4 #4/0 and 1#2 will not fit in 2".
3. Feeder B1H1 was priced using the takeoff length on the plan sheet, approx. 850', not 375'.
4. Future Feeders C1H1 and C2H1 do not include wire, they are conduit only.

Please sign this proposal and provide a Contract Change Order for billing purposes if you agree as proposed.

ATTACHMENTS:

TAFT ELECTRIC CHANGE ORDER REQUEST

PROJECT: RIO STEAM SCHOOL JOB#: 2257

TEC COR#: 001

CUST PCO #: CE 003

COR DESCRIPTION: RF # FEEDER/SINGLE LINE CHANGES

DATE: 8/25/2017

TAKE OFF		
DESCRIPTION	MATERIAL	HOURS
Conest Sec Attached	\$19,631.26	263.44
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
	\$0.00	0.00
TOTAL	\$19,631.26	263.44

LABOR EXPENSES			
TYPE	HOURS	RATE	AMOUNT
STRAIGHT TIME CREW	263.44	\$91.66	\$24,231.21
Field Dwg Management	0.00	\$91.66	\$0.00
Detailer	40.00	\$95.83	\$3,853.20
CAD Operator	0.00	\$75.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
SUBTOTAL LABOR			\$28,184.41
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
0.00%			\$0.00
SUBTOTAL LABOR			\$28,184.41
TOTAL LABOR			\$28,184.41

TAKEOFF MATERIAL		
%	DESCRIPTION	AMOUNT
0.00%	CONSUMABLES	\$0.00
7.78%	SALES TAX	\$1,521.42
0.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
SUBTOTAL MATERIAL		\$21,326.68
15.00%	OVERHEAD & PROFIT	\$3,172.90
TOTAL TAKEOFF MATERIAL		\$24,326.68

DIRECT JOB EXPENSES		
%	DESCRIPTION	AMOUNT
0.00%	A3 BUILTS / OMM'S	\$0.00
0.00%	PERMIT FEES	\$0.00
0.00%	ESTIMATING	\$0.00
0.00%	CAD / DRAFTING	\$0.00
0.00%	REPRODUCTION COSTS	\$0.00
0.00%		\$0.00
0.00%	EQUIPMENT RENTAL	\$0.00
0.00%	CRANE / FORKLIFT	\$0.00
0.00%	JOB TRUCK	\$0.00
0.00%	MANLIFTS	\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL DJE		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL DJE		\$0.00

QUOTED MATERIAL		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL QUOTES		\$0.00
7.75%	SALES TAX	\$0.00
0.00%	MATERIAL HANDLING	\$0.00
0.00%		\$0.00
0.00%		\$0.00
SUBTOTAL QUOTES		\$0.00
15.00%	OVERHEAD & PROFIT	\$0.00
TOTAL QUOTES		\$0.00

SUBCONTRACTORS		
VENDOR	DESCRIPTION	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
SUBTOTAL SUBCONTRACTS		\$0.00
5.00%	OVERHEAD & PROFIT	\$0.00
TOTAL SUBCONTRACTS		\$0.00

CHANGE REQUEST SUMMARY	
	TAKEOFF MATERIAL \$24,326.68
	QUOTED MATERIAL \$0.00
	SUBCONTRACTORS \$0.00
	LABOR EXPENSES \$28,184.41
	DIRECT JOB EXPENSES \$0.00
SUBTOTAL CHANGE REQUEST \$52,511.09	
0.00%	\$0.00
0.00%	\$0.00
No Bond Required	
CHANGE PROPOSAL TOTAL \$52,511.09	

Job ID: 2257 BGS
 Project: COR



Summary Cost Codes Report

Vendor: COST		Labor Level: LABOR 1		28 Aug 2017 9:45:18					
Item #	Size	Description	Quant	U/M	Est. Unit	Est. Result	Lab. Unit	Lab. Result	% of Job Total
Cost Code CC 11, TRENCH/BACKFILL									
350125	18" X 48" DEEP	BACKHOLE TRENCH+BACKFILL	300	FT	6.4706	1,941.18	0.0238	1.000	2.71%
					9.89%	1,941.18			
Cost Code CC 12, CONCRETE/SAND/REBAR									
390429	2 SACK SLURRY	CONCRETE ENCASEMENT	102.5000	1.000	3,415.50	0.3000	1.000	3.76%	
					17.40%	3,415.50			
Cost Code CC 21, FEEDER CONDUIT UG									
10062	2	PVC SCH 40	2,300	FT	0.8658	1,991.25	0.0800	1.000	39.55%
10063	2 1/2	PVC SCH 40	1,040	FT	1.4515	1,509.51	0.0950	1.000	184.00
10064	3	PVC SCH 40	-1,670	FT	1.6982	-2,835.99	0.1100	1.000	98.80
20005	2	PVC SCH 40 90-DEG ELBOW	8	EA			0.5000	1.000	-183.70
20006	2 1/2	PVC SCH 40 90-DEG ELBOW	4	EA			0.5000	1.000	4.00
20007	3	PVC SCH 40 90-DEG ELBOW	-6	EA			0.7000	1.000	2.40
20012	2	PVC SCH 40 90-DEG ELBOW 36"	2	EA			0.5000	1.000	-4.20
20014	3	PVC SCH 40 90-DEG ELBOW 36"	-1	EA			0.8400	1.000	1.20
30315	2	PVC END BELLS	28	EA			0.2300	1.000	-0.84
30316	2 1/2	PVC END BELLS	16	EA			0.2800	1.000	6.44
30317	3	PVC END BELLS	-26	EA			0.3000	1.000	4.16
					3.39%	93,415.50			
Cost Code CC 24 MATL, FEEDER FITTINGS MATL									
20005	2	PVC SCH 40 90-DEG ELBOW	2,4775	1.000	19.82	19.82			0.00%
20006	2 1/2	PVC SCH 40 90-DEG ELBOW	4,4544	1.000	17.82	17.82			0.00%
20007	3	PVC SCH 40 90-DEG ELBOW	7,4712	1.000	-44.83	-44.83			0.00%
20012	2	PVC SCH 40 90-DEG ELBOW	13,0786	1.000	26.16	26.16			0.00%
20014	3	PVC SCH 40 90-DEG ELBOW 36"	-1	EA	-24.70	-24.70			0.00%
30315	2	PVC END BELLS	3,3324	1.000	93.31	93.31			0.00%
30316	2 1/2	PVC END BELLS	3,7388	1.000	59.82	59.82			0.00%
30317	3	PVC END BELLS	4,0470	1.000	-105.22	-105.22			0.00%
					0.21%	6684.76			

Tec Electric Company
 1694 Eastman Avenue
 Ventura, CA 93005
 Phone: 805 642 0127
 Web: www.telectric.com

Cost Code CC 24 MATL, FEEDER FITTINGS MATL totals: \$42.18

Item #	Description	Quantity	U/M	Mat Unit	M-Fact	M-Fact	Mat Result	Lab Unit	L-Fact	Lab Result
500121	PULL LINE (STRING)	540	FT	0.0198	1.000	10.71		0.0026	1.000	1.40

Cost Code CC 38, MC/AC/BX CABLE totals: \$10.71

Item #	Description	Quantity	U/M	Mat Unit	M-Fact	M-Fact	Mat Result	Lab Unit	L-Fact	Lab Result
70064	XHHW CU (STR)	-715	FT	0.7957	1.000	-568.94		0.0120	1.000	-8.58
70065	XHHW CU (STR)	-572	FT	1.1111	1.000	-635.59		0.0150	1.000	-8.58
70067	XHHW CU (STR)	2,574	FT	1.7143	1.000	4,412.72		0.0190	1.000	48.91
70071	XHHW CU (STR)	5,720	FT	4.6319	1.000	26,494.49		0.0300	1.000	171.60
70072	XHHW CU (STR)	4,576	FT	5.8093	1.000	26,593.39		0.0330	1.000	151.01
70076	XHHW CU (STR)	-5,148	FT	8.3001	1.000	-42,729.16		0.0420	1.000	-216.22

Cost Code CC 41, FEEDER WIRE #6 > totals: \$13,556.93

Item #	Description	Quantity	U/M	Mat Unit	M-Fact	M-Fact	Mat Result	Lab Unit	L-Fact	Lab Result
100162	WIRE TERMINATION	8	EA	0.0000	1.000	0.00		0.4500	1.000	3.60
100163	WIRE TERMINATION	8	EA	0.0000	1.000	0.00		0.5000	1.000	4.00
100166	WIRE TERMINATION	8	EA	0.0000	1.000	0.00		0.6500	1.000	-5.20

Cost Code CC 58, TERMINATION/SPLICE totals: \$0.00

Item #	Description	Quantity	U/M	Mat Unit	M-Fact	M-Fact	Mat Result	Lab Unit	L-Fact	Lab Result

Job totals: \$19,631.26

0.05% of Job Total
0.53% of Job Total
52.44% of Job Total
0.91% of Job Total

Tait Electric Company
1694 Eastman Avenue
Ventura, CA 93003
Phone: 805-642-0121
Web: www.taitelectric.com



Request For Information	
Project [14817000] - Rio STEAM K-8 Campus Date 8/21/2017	
Balfour Beatty Construction Oxnard, CA 93036	
RFI No. 0017	

Primary Responder	Michael Shea Architecture for Education, Inc. 65 North Catalina Avenue Pasadena, CA 91106	Date	8/21/2017
CC	Rachel Adams (Architecture for Education, Inc.) Gaylaird Christopher (Architecture for Education, Inc.) Michael Shea (Architecture for Education, Inc.) Dennis Kuykendall (Balfour Beatty Construction, LLC.) Ray Purcell (Balfour Beatty Construction, LLC.) Jesus Mugerza (Balfour Beatty Construction) Robert Perks (Balfour Beatty Construction) Kenneth Hinge (Kenco Construction Services, Inc.)	Status	Open
From	Jesus Mugerza Balfour Beatty Construction	Resolved Date	
		Reason for Request	Confirming
		Action Requested	Clarification
		Probable Cost Effect	Unknown
		Probable Time Effect	Unknown
		Priority	High
		Response Due	8/28/2017

Subject Single Line, Feeder Wire Sizing
Drawing No. E0.07 **Detail No./Paragraph**
CSI Code **Schedule Activity ID**

Information Requested

Feeder A1H1, 400A feed to panel A1H1 is shown being (4) #350 & #4G in 3" conduit. NEC Article 310 Table 310.16 allows for 310A for #350KCMIL in the 75°C column and Article 250 Table 250.122 shows the minimum equipment ground size for 400A is a #3. The same goes for feeder B1H1.

Additionally, these runs are long and may be affected by voltage drop.

Please advise if the wire and conduit size should be changed for A1H1 and B1H1.
 If so, should the conduit for future C11H1 and C2H1 be changed to accomodate the larger wire size?

Recommendation

Posted to Drawings
Subcontractor Name Taft
Subcontractor's RFI# 5

Response Information

Responder	Date	Response
Michael Shea		

Disclaimer

Michael Shea (Architecture for Education, Inc.)
 Authorized Signature Printed Name Date



RFI #5

Taft Electric
1684 Eastman Avenue
Ventura, California 93003
Phone: (805) 642-0121

Project: 2257 - RIO STEAM W-S CONDENSER
2988 North Ventura Road
Oxnard, California 93023

Single Line, Feeder Wire Sizing

TO:	Jesús Muguierza Ibarra (Balfour Beatty)	FROM:	Brian Stamper (Taft Electric Company) 1684 Eastman Avenue Ventura, California 93003
DATE INITIATED:	08/16/2017	STATUS:	Open
LOCATION:		DUE DATE:	08/26/2017
COST CODE:		REFERENCE:	
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	TBD
DRAWING NUMBER:	EO 07	SPEC SECTION:	
LINKED DRAWINGS:			
RECEIVED FROM:	Brian Stamper (Taft Electric Company)		
COPIES TO:			

Question from Brian Stamper (Taft Electric Company) at 01:18 PM on 08/15/2017

Feeder A1H1, 400A feed to panel A1H1 is shown being (4) #300 & #40 in 3" conduit.
NEC Article 310 Table 310.16 allows for 310A for #300KCuAl. In the 75°C column and Article 250 Table 250.122 shows the minimum equipment ground size for 400A is a #3.
The same goes for feeder B1H1.

Additionally, these runs are long and may be affected by voltage drop.

Please advise if the wire and conduit size should be changed for A1H1 and B1H1.
If so, should the conduit for future C1H1 and C2H1 be changed to accommodate the larger wire size?

Awaiting an Official Response

All Replies:

Make 400amp Feeder 'A1H1' (2)sets of 2"Ø W/400/0 & 1#2 grd in each. For run of approx 520'-0" (v-drop = 3%).

Make 400amp Feeders 'B1H1', 'C1H1' & 'C2H1' all (2)sets of 2"Ø W/400/0 & 1#2 grd in each. For run of approx 375'-0" (B1H1, C1H1 v-drop = 2.5%) / 'C2H1' v-drop = 2.7%).

S. Edmondson PES Engineers Inc. 06-22-17

BY _____ DATE _____ COPIES TO _____



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.6 Approval of change order for additional plumbing services by Anderson Systems
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	30,419.65
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the change order be approved for additional plumbing services by Anderson Systems at the STEAM site.

Public Content

Speaker:
Kristen Pifko

Rationale:

This change order is for additional work to relocate the copper cold water pipe from beneath the slab and into the walls and overhead. This will allow enhanced long term durability and much reduced cost for future modification or repair work if required. District maintenance staff requested this change in order to improve the anticipated future maintenance of these pipes. The value was negotiated and validated by Balfour Beatty to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

[Anderson change Order.pdf \(90 KB\)](#)

Administrative Content

Executive Content

Balfour Beatty Construction

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

February 7, 2018

Attn: Kristen Pifko, Assistant superintendent Business Services

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #16 Plumbing and Site Utilities
Recommendation to Approve CO #16.2 to Anderson Systems

Dear Ms. Pifko,

Please accept this letter as recommendation to request Board approval for CO #16.2 to Anderson Systems for added or deleted scope items at the above Project. Scope change to the project is as follows;

Item 1.1 Added cost to locate DCW Copper Pipe Overhead
Reason: Long Term Durability and Ease of Repair

Project Cost Update:

Anderson Systems Base Agreement	\$2,900,000.00
CO #16.2	\$ 30,419.85
Previous CO #16.1	(\$ 62,428.30)
Total Construction Cost to Date	\$2,867,991.35

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Kristen Pifko (Rio School District)
Jesus Muguerra Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

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

CO 16.2
2-7-18

PROJECT NO: 0045-015

CO NO: 16.2

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: Anderson Systems, INC.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$2,900,000.00
Previous Approved Change Orders	\$(62,428.30)
This Change Order	\$30,418.65
Adjusted Contract Amount	\$2,867,991.35

TIME:

Original Contract Completion Date	December 2018
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2018

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 1.1-1.5 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 1.1-1.6 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

Contractor: Anderson Systems, Inc

By _____

By _____

Date _____

Date _____

District Architect; Architecture for Education

District PR/CM: Balfour Beatty Construction

By _____

By *[Signature]* _____

Date _____

Date **2/7/2018** _____

PCO to Contract
Rio Bid 0045-015

Rio School District

CO #16.2

Project No 0045-015

2/7/2018

Rio STEAM K-8 Campus

BP #16 Pumping and Site Utilities

Anderson Systems

Original Contract

\$ 2,900,000.00

Item No.	GC No.	Description	Reason	Cost/Credit
1.1	3	Added Cost for moving the cold water piping from under the slat to overhead	Long term durability and ease of repair should it be needed	\$ 30,419.65

Total CO #16.1

\$ 30,419.65

Previous CO

\$ (62,428)

Original Contract

\$ 2,900,000.00

Revised Contract

\$ 2,867,991.35



GAYLARD CHRISTOPHER, F.A.A.
RACHEL ADAMS, AIA, LEED AP

January 31, 2018

Rob Peris
Project Manager
Balfour Beatty Construction
300 East Esplanade, Suite 1120
Oxnard, CA 93036

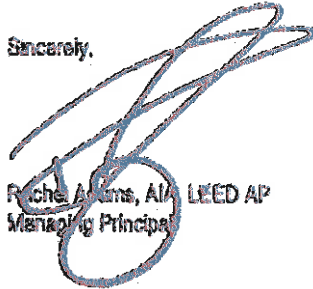
RE: PCO #16.2 Copper Pipe above grade

Dear Rob,

We have received PCO #16.1 on 12/22/17 and confirm this revision is at the request of RSD. We have reviewed and lined the itemized labor and material break downs to be in line with the required scope of work. We can recommend accepting the proposed cost of \$30,419.65 for board approval.

Please forward us a final CO for review and signature.

Sincerely,



Rachel Adams, AIA, LEED AP
Managing Principal



ANDERSON SYSTEMS

5958 CORTA STREET, GOLETA, CA 93117-3916 805-683-6133 LICENSE 497882

Change Order

Order#: 03

Order Date: 10/23/2017

To: Rio School District
2500 Vineyard Ave.
Oxnard CA 93030

Project: 172387
Rio STEAM K-8 School
Rio STEAM K-8 School
2999 & 3001 N. Ventura Rd.
Oxnard CA 93036

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By: 67 Scott Parkin

Customer Order:

Specifications Attached

Description of Work	Amount
	30,419.65

Notes

Per the response to RFI #0083, Anderson Systems is to relocate the below slab DCW piping in buildings: A, B & D to above slab. Anderson Systems will provide a credit for the below slab scope & additional cost for the associated above slab DCW scope. This includes all pipe, fittings, hangers, seismic bracing / engineering & coordination drawings.

Below Slab DCW (\$57,544.81)

Above Grade DCW \$87,954.46

Delta in Cost \$30,419.65.00

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

30,419.65

The original Contract Sum was _____	2,900,000.00
Net change by previous Change Orders _____	0.00
The Contract Sum prior to this Change Order _____	2,900,000.00
The Contract Sum will be changed by this Change Order _____	30,419.65
The new Contract Sum including this Change Order will be _____	2,930,419.65
The Contract Time will be changed by _____	0 Days

Owner: _____ Date: _____

Contractor: _____ Date: _____

9.7



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.7 Approval of Change Order for a reduction in cost as part of the Value Engineering for Standard Drywall
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	-250,000.00
Budgeted	Yes
Budget Source	Measure G Funds credit
Recommended Action	It is recommended that Change Order #2 with Standard Drywall be approved for a credit to the base bid.

Public Content

Speaker:
Kristen Pifko

Rationale:

This change order is a credit achieved as part of the ongoing Value Engineering process for the project. The contractor was able to recommend a substitute product accepted by the Architect, allowing them to leverage industry relationships and discounts. The value was negotiated and validated by Balfour Beatty to ensure that it provides the District with appropriate value and is in alignment with current market pricing.

[Standard Drywall change order.pdf \(140 KB\)](#)

Administrative Content

Executive Content

Balfour Beatty Construction

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

February 7, 2018

Attn: Kristen Pifko, Assistant superintendent Business Services

Subject: Rio STEAM K-8 Campus
Rio School District
Oxnard, CA

Re: Project 0045-015 Rio STEAM K-8 Campus
BP #5 Metal Framing Drywall and Plaster
Recommendation to Approve PCO 5.2 to Standard Drywall, Inc.

Dear Ms. Pifko,
Please accept this letter as recommendation to request Board approval for PCO 5.2 to Standard Drywall, Inc. for added or deleted scope items at the above Project. Please consider that this is a lump sum negotiated value. Balfour Beatty has reviewed the credit value and feels it is appropriate. Scope change to the project is as follows;

Item 1.1 Credit for Value Engineering Plaster and Waterproofing Systems
Reason; Value engineering - cost savings

Project Cost Update:

Standard Drywall, Inc. Base Agreement	\$6,538,000.00
CO #5.2	\$ (250,000.00)
Previous CO #5.1	\$ (40,534.00)
Total Construction Cost to Date	\$6,247,466.00

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

Respectfully,



Robert Perks
Project Manager, Balfour Beatty

cc. Kristen Pifko (Rio School District)
Jesus Muguerra Ibarra, Balfour Beatty
Dennis Kuykendall, Balfour Beatty

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

**CO 5.2
2-7-18**

PROJECT NO: 0045-016

CO NO: 5.2

PROJECT NAME: RIO STEAM K-8 CAMPUS

CONTRACTOR: Standard Drywall, INC.

SCOPE OF WORK: SEE ATTACHED

COST:

Original Contract Amount	\$6,538,000.00
Previous Approved Change Orders	\$(40,534.00)
This Change Order	(\$250,000.00)
Adjusted Contract Amount	\$6,247,466.00

TIME:

Original Contract Completion Date	December 2018
Previously Approved Completion Extension Days	0
Completion Days Extension this Change Order	0
Adjusted Contract Completion Date	December 2018

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 1.1-1.6 OF THE ATTACHED LISTING. CONTRACTOR HEREBY WAIVES ANY AND ALL RIGHT TO ADDITIONAL COMPENSATION OR TIME ARISING OUT OF THE WORK SPECIFIC TO ITEMS 1.1-1.6 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

Contractor: Standard Drywall, Inc

By _____

By _____

Date _____

Date _____

District Architect; Architecture for Education

District PM/CN: Balfour Beatty Construction

By _____

By _____

Date _____

Date 2/7/2018

**PCO to Contract
Rio Bid 0045-015**

Rio School District

CO 5.2

Project No 0045-015

2/7/2018

Rio STEAM K-8 Campus

BP #5 Metal Framing

Standard Drywall, Inc.

Original Contract

\$ 6,538,000.00

#em No.	GC No.	Description	Reason	Cost/Credit
1.1		Credit for Value Engineering Plaster and Waterproofing Systems	Value engineering - cost savings	\$ (250,000.00)

Total CO 5.2

\$ (250,000.00)

Previous CO 5.1

\$ (40,534)

Original Contract

\$ 6,538,000.00

Revised Contract

\$ 6,247,466.00



GAYLAIRD CHRISTOPHER FAIA
RACHEL ADAMS AIA LEED AP

January 3, 2018

Rob Perks
Project Manager
Balfour Beatty Construction
300 East Espinosa Suite 1120
Oxnard, CA 93036

RE PCO #05.6 Value Engineering Plaster and Waterproofing Systems

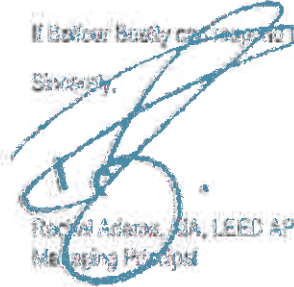
Dear Rob,

We have received PCO #05.6 on January 25th and can recommend accepting the proposed credit amount of \$250,000.00. Please forward our appreciation to the contractor for looking into alternate systems for savings to the district.

- 1) There is no backup documentation included with this PCO, and thus it doesn't comply with the Balfour Beatty Division 00 Section 18.11 requirements. We assume this is for material only, but can't confirm against the schedule of values. Balfour Beatty proposing to waive this requirement?

If Balfour Beatty can respond to our questions above, and forward us a finalized CO for review and signature.

Sincerely,



Rachel Adams, AIA, LEED AP
Managing Principal



January 15, 2018

Rob Perks
Balfour Beatty Construction
300 E. Esplanade Drive, Suite 1120
Oxnard, CA 93036

**RE: Rio Steam K-8 Campus
COR 006**

Dear Rob:

Per BBC request deductive change order for accepted Plaster and waterproofing V.E. items.

- | | |
|---|----------------------|
| 1. Tarlton VE Items (Diamond Wall and 20/30 Sand Finish
in lieu of acrylic) | -\$178,000.00 |
| 2. Fluid applied air barriers to Ice and Water self adhered
sheet air barriers at wall openings. | -\$72,000.00 |

TOTAL : **-\$250,000.00**

If you have any questions, require clarification or further documentation of any kind, please do not hesitate to call.

STANDARD DRYWALL, INC.

A handwritten signature in blue ink, appearing to read 'Matt Dobkins', is written over a horizontal line.

Matt Dobkins
Senior Project Manager

Attachments



Riverpark West K-8 STEAM School
1406 RSS

**SECTION 00 6325
SUBSTITUTION REQUEST FORM**

**ARCHITECTURE FOR EDUCATION
65 NORTH CATALINA AVE
PASADENA CA 91106**

Attention: Rachel Adams-Architect of Record
redams@architecture4e.com

PROJECT: RIO UNIFIED SCHOOL DISTRICT
PROJECT NAME: K-8 STEAM
DSA APPLICATION NUMBER: A#03-117021

THE UNDERSIGNED REQUESTS CONSIDERATION OF THE FOLLOWING SUBSTITUTION:

1.01 SPECIFIED ITEM:

- A. Specification Section: 09 2236 Metal Ceiling Panels - 5 Portland Cement Plastering
- B. Page Number:
- C. Paragraph Number:

1.02 PROPOSED SUBSTITUTION

- A. Description of Substitution: Omega Diamond Panel
- B. Statement of Cause for Substitution: Value Engineering for Cost Savings

1.03 REQUIRED SUBMITTALS

- A. Please submit all of the following information to ensure a thorough review and response by the Architect:
 1. Product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable Substitution to portions of the data are clearly identified. See attached
 2. Complete documentation of all regulatory approvals required by the Contract Documents for proposed substitution. See attached
 3. Itemized comparison of proposed substitution with that of specified product.
 4. Detailed cost summary of the change, if any, to the Contract Sum. See attached \$ 250,000.00
 5. Evaluation of the effect of the proposed substitution on the construction schedule. See attached
 6. Description of changes to Contract Documents which proposed substitution will require for its proper installation.

1.04 REQUIRED ACKNOWLEDGEMENTS

- A. The Undersigned states that the following paragraphs, unless modified on attachments, are correct:
 1. The proposed substitution does not affect dimensions shown on Drawings.
 2. The undersigned will pay all costs for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
 3. The proposed substitution will have no adverse effect on other trades or specified warranty requirements.
 4. Maintenance and service parts will be locally available for the proposed substitution.
 5. Substitution request is being made under provisions of Specification Section 016000 - Product Requirements.

Riverpark West K-8 STEAM School
1406 RSS

B. The Undersigned further states that the function, appearance, and quality of the proposed substitution is equivalent or superior to the specified item.

1. Submitted by: *Ma...*
2. Firm: *St...*
3. Address: *...*
4. Telephone: *...*
5. E-mail: *...*
6. Signature: *[Handwritten Signature]*
7. Date: *1-10-18*

1.05 GENERAL CONTRACTOR REVIEW

A. The GC has reviewed substitution for compliance and approves product/material quality as equivalent to original specified product/material and accepts responsibility for defects or failures of product, cost and construction schedule impacts.

1. General Contractor Signature: *[Handwritten Signature]*
2. Date:

1.06 ARCHITECT RESPONSE FOR SUBSTITUTION

- A. Accepted
- B. Accepted as noted
- C. Not Accepted
- D. Received too late
- E. Substitution Request documentation Incomplete
- F. Architect Acknowledgement:
 1. AOR Signature:
 2. Date:

END OF SECTION

9.8



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.8 Award of Bid for Rio STEAM Academy Construction Bid Package No. 22 - Food Service.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	817,600.00
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the Bid for the Rio STEAM Academy for Construction - Food Service be approved.

Public Content

Speaker:
Kristen Pifko

Rationale:

For several years, Rio School District (the "District") has been planning the construction of the Rio STEAM Academy (submitted to the Division of State Architect as the "Rio STEAM K-8 Campus"). On March 15, 2017, at a regularly-held meeting, the District's Board of Trustees (the "Board") approved a construction manager multi-prime delivery method for this project. Subsequently, the District prequalified contractors and subcontractors for all trade packages for the construction of the Rio STEAM Academy. On June 7, 2017, at a regularly-held meeting, the Board authorized District administration, staff and consultants to proceed with the solicitation of bids from prequalified contractors and subcontractors for this project. Bids were due on or about July 13, 2017. The District received two bids for Bid Package No. 22 - Food Service.

At a regularly-held meeting on September 20, 2017, the Board rejected all bids for Bid Package No. 22 - Food Service pursuant to Public Contract Code Section 20111(b). The Food Service bids were rejected for two reasons. First, based upon received bids, actual construction costs for the entire project exceeded estimates. Second, Bid Package No. 22 was identified as an appropriate trade for reduction of costs through value engineering.

At a regularly-held meeting on January 17, 2018, the District authorized rebidding of Bid Package No. 22 - Food Service, with a reduced scope of work per the value engineering. Bid Package No. 22 - Food Service has been advertised and prequalified bidders were provided notice of the rebid.

Bids have now been received by the District and reviewed by the District's construction manager. Two bids were received. One bid was from KitCor in the amount of \$764,740. However, KitCor listed a subcontractor with a C-38 license that was not prequalified as required by Public Contract Code Section 20111.6. The other bid was from Kamran in the amount of \$817,600.

This action item authorizes the rejection of the bid from KitCor and an award of the bid to Kamran.

Administrative Content

[Res171826FoodSer.pdf \(43 KB\)](#)

Executive Content

RIO SCHOOL DISTRICT

RESOLUTION NO. 1718/26

**AWARD OF BID FOR RIO STEAM ACADEMY CONSTRUCTION
BID PACKAGE NO. 22 – FOOD SERVICE**

WHEREAS, for several years, Rio School District (the “District”) has been planning the construction of the Rio STEAM Academy (submitted to the Division of State Architect as the “Rio STEAM K-8 Campus”) (hereinafter referred to as the “Project”); and

WHEREAS, the Project is a “public works project” as defined under the California Public Contract Code (the “Public Contract Code”), and is therefore subject to certain public bidding rules set forth therein and related regulations; and

WHEREAS, on March 15, 2017, at a regularly-held meeting, the District’s Board of Trustees (the “Board”) approved a construction manager multi-prime delivery method for the Project, pursuant to which each individual trade package would be separately bid in order to provide the District with greater control and flexibility with respect to the Project; and

WHEREAS, in accordance with the Public Contract Code, on April 19, 2017, at a regularly-held meeting, the Board approved a prequalification package for contractors and subcontractors interested in bidding on the Project; and

WHEREAS, on June 7, 2017, at a regularly-held meeting, the Board approved the list of prequalified contractors and subcontractors; and

WHEREAS, the District accepted bids for the Project until on or about July 13, 2017, and the District received only two bids for Bid Package No. 22, which is entitled “Food Service”; and

WHEREAS, Public Contract Code Section 20111(b) provides that a school district’s governing board shall award contracts for public works projects to the lowest responsible bidder or else reject all bids, and the District reiterated its right to reject all bids in certain construction front end documents for the Project, including, but not limited to, the Bid Notification, Instructions to Bidders (paragraph 31), and Bid Proposal (paragraph N); and

WHEREAS, on September 20, 2017, at a regularly-held meeting, the Board approved Resolution No. 1718/14, pursuant to which the District determined that it was in its best interest to reject all bids for Bid Package No. 22 – Food Service, reduce the scope of work for this trade, and later rebid this work, all in anticipation of achieving cost savings for the entire Project; and

WHEREAS, the District's administration, construction management team, and architect further investigated cost saving options with respect to Bid Package No. 22 – Food Service and the architect completed value engineering of Bid Package No. 22 – Food Service; and

WHEREAS, at a regularly-held meeting on January 17, 2017, the Board approved Resolution No. 1718/22, which authorized the District's administration and construction management team to rebid Bid Package No. 22 – Food Service, with the reduced scope of work per the value engineering; and

WHEREAS, the rebidding of Bid Package No. 22 – Food Service was subsequently advertised, and all prequalified contractors for Bid Package No. 22 were informed of the rebid; and

WHEREAS, the District received two bids for Bid Package No. 22 – Food Service, with one bid in the amount of \$764,740 from KitCor, and one bid in the amount of \$817,600 from Kamran; and

WHEREAS, the District's construction manager determined that the bid from KitCor listed a subcontractor with a C-38 license, but the subcontractor has not been prequalified as required by Public Contract Code Section 20111.6; and

WHEREAS, the District's construction manager informed KitCor that its bid must be rejected in accordance with the law and the bid package, which action the District's administration would like ratified by the Board;

WHEREAS, the District's administration would like authorization from the Board to award a contract for Bid Package No. 22 – Food Service to Kamran;

NOW, THEREFORE, be it hereby resolved that:

1. The foregoing recitals are true and correct.
2. The Board hereby ratifies the rejection of the bid from KitCor due to the fact that KitCor's bid listed a subcontractor with a C-38 license, and that subcontractor has not been prequalified.
3. The Board hereby approves the award of the contract for Bid Package No. 22 – Food Service to Kamran.
4. The Board hereby delegates authority to the Superintendent, or the Superintendent's designee, to take such action as may be required to effectuate the purpose of this Resolution, including, but not limited to, executing a contract with the winning bidder and authorizing the bidder to commence work in accordance with the bid documents, construction schedule and applicable law.

PASSED AND ADOPTED by the Board of Trustees at a regular meeting held on the 21st day of February, 2018 by the following vote on roll call:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dr. Felix Eisenhower, President of the Board of Trustees

Eleanor Torres, Clerk of the Board of Trustees



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	9. Discussion/Action
Subject	9.9 Approval of proposal for services from Architecture for Education for the selection and layout of furniture for STEAM academy.
Access	Public
Type	Action
Fiscal Impact	Yes
Dollar Amount	700,000.00
Budgeted	Yes
Budget Source	Measure G Funds
Recommended Action	It is recommended that the proposal for services be approved to provide the necessary furniture layout/plan drawings, selection and finishes for the STEAM academy.
Goals	<p>Goal 3-Create welcoming and safe environments where students attend and are connected to their school</p> <p>Goal 1-Improved student achievement at every school and every grade in all content areas</p>

Public Content

Speaker:
Kristen Pifko

Rationale:

A4E will provide their services in coordinating with furniture vendors for furniture layout/plan drawings, selection and finishes for the STEAM Academy. This will include meeting with RSD focus group, coordinate a test classroom for teachers, coordination with RSD to review selection and placement of furniture, and plan revisions.

A4E proposal.pdf (52 KB)

Administrative Content

Executive Content



GAYLAIRD CHRISTOPHER, FAIA
RACHEL ADAMS, AIA, LEED AP

February 7, 2018

Kristen Pifko
Assistant Superintendent Business Services
Rio School District
2500 East Vineyard Ave.
Oxnard, CA 93221

RE: Proposal for Architecture Services – Furniture Package

Ms. Pifko:

Thanks for speaking with Olivia and I today concerning our furniture proposal. We are pleased to adjust our scope of services to better suit your needs. Per our discussion, we propose the following scope of work, based on your budget amount of \$700,000:

1. Coordination with furniture vendors for furniture layout/plan drawings, selection, and finishes
 - a. We understand that RSD wishes to review proposals from 2 vendor sources, then fine tune package with the preferred vendor.
 - b. A4E began coordination with Culver Newton already, and RSD requested to include School Specialties for pricing comparison.
2. A4E has already met with RSD focus group and coordinated (1) test classroom set up for teachers to test with the furniture vendor culver newton, being delivered today.
 - a. A4E will provide design guidelines for RSD to utilize while coordinating with second vendor. We recommend requesting sample classroom to be installed as soon as possible, to expedite vendor choice
3. A4E recommends (2) design GO-TO meetings with RSD to review selection and placement of furniture. To expedite the process RSD leadership will be conducting individual and small group meetings with teachers to discuss options
 - a. A4E will provide guideline questions and examples for discussion.
4. A4E recommends receiving vendor draft proposals by Feb 13th, and will assist RSD decide what package to further develop
5. A4E will provide value engineering process as necessary, when quotes from vendor are received.
6. A4E recommends making package modifications by Feb 23rd, with purchase order in place by Feb 28th. Price increases are scheduled for March 1st.
7. A4E will coordinate and provide plan revisions per Rio SD comments



GAYLAIRD CHRISTOPHER FAIA
RACHEL ADAMS, AIA, LEED AP

- 8. A/E will attend (1) final design review meeting with Rio SD
- 9. RSD will receive all pricing and coordinate delivery management directly with the furniture vendor
- 10. A/E will provide staging and vendor coordination at day of installation and complete a punch list walk prior to substantial completion.
- 11. Should any existing furniture be incorporated into the new layout & design, these items will NOT be included in the drawings

To provide these revised services we propose a Not To Exceed Fee of \$30,000 (thirty thousand and 00/100 dollars) which will be billed at an hourly rate. This is reduced from our original proposal due to the modification of the services you wish A/E to provide while also offering flexibility as the project moves forward.

Per the time required for the scope of work the projected schedule for the furniture package design and deliverables will have a completion estimated to be 8 weeks from your approval and/or notice to proceed. Lead times can vary depending on manufacturer from 6-8 weeks or 14-16 weeks. It is therefore recommended that all furniture be purchased no later than March 1st for an install date the week of July 23rd.

EXCLUSIONS & ASSUMPTIONS

- 1. Additional millwork/ cabinetry
- 2. Revisions to the projects interior design
- 3. Pre-payment or contracts with furniture manufacturers or vendors
- 4. Rio SD to provide list of all existing furniture items to be used in the new furniture layout, including all dimensions, condition and photographs of each item.

Should you find our proposal to be acceptable please sign in the space provided at the end of this letter, and return a copy to us.

Sincerely,

Rachel Adams
Architecture for Education Incorporated

Cc. Olivia Graf Doyle
Gaylaird Christopher

Kristen Pilke
Rio School District

Date

10.2

**Agenda Item Details**

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.2 Approval of the Minutes of the Regular Board Meeting January 17, 2018
Access	Public
Type	Action (Consent), Minutes
Recommended Action	Staff recommends approval of the Minutes of the Annual Organization Meeting December 7, 2016
Minutes	View Minutes for Jan 17, 2018 - RSD Regular Board Meeting

Public Content

Speaker:

Rationale:

Administrative Content**Executive Content**

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.



**Rio School District
Minutes
Regular Board Meeting
January 17, 2018
Office of Student and Family Services
3300 Cortez Street
Oxnard, CA 93036
Closed Session: 5:00 p.m.
Open Session: 6:00 p.m.**

Members present

Eleanor Torres, Joe Esquivel, Felix Eisenhauer

1. Open Session 5:00 p.m.

2.

1.1 Call to Order

President Eisenhauer called the meeting to order at 5:11 p.m.

1.2 Pledge of Allegiance

President Eisenhauer led the flag salute.

1.3 Roll Call

Trustee Torres called the roll. Trustee Rodriguez and Martinez-Cortes were absent.

2. Approval of the Agenda

2.1 Agenda Correction, Additions, Modifications

No corrections or amendments.

2.2 Approval of the Agenda

Staff recommends approval as presented

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

3. Public Comment-Closed Session

3.1 Public Comment (Closed Session) The public may address the Board concerning items that are scheduled for discussion during the closed session only. These presentations are limited to three minutes each, or a total of fifteen minutes in all.

Public comments were heard from Marisela Valdez, RTA President.

President Eisenhower adjourned the meeting into closed session at 5:15 p.m.

4. Closed Session

4.1 Public Employee Performance Evaluation [Government Code 54957] Title 2017/2018 and 2018/2019

4.2

Conference with Labor Negotiators [Government Code 54957.6] Agency designated representatives: RSD Negotiating Team; Employee Organization: California School Employee's Association and Rio Teachers' Association

5. Reconvene Open Session 6:00 p.m.

5.1 Report of Closed Session

President Eisenhauer reconvened the meeting at 6:15 p.m.

There were no reports.

6. Presentations/Recognitions

6.1 Recognition of the 2017 Board President

The Superintendent and Governing Board acknowledged Trustee Joe Esquivel who served as board president for the 2017 year.

6.2 School Board Recognition Month

Superintendent Puglisi and the Leadership Team acknowledged the Governing Board during School Board Month.

The Governing Board was presented with Rio School District shirts and caps.

Members of the Unions and Leadership commented as well.

A short break was taken.

7. Communications

7.1 Acknowledgement of Correspondence to the Board

There were no written correspondences provided to the board.

7.2 Board Member Reports

There were no board member reports.

7.3 Organizational Reports-RTA/CSEA/Other

Organizational reports were heard from Henry Carreon, President of CSEA.

7.4 Superintendent Report

Superintendent Puglisi presented a Master Plan Update.

7.5 Public Comment-Board meetings are meetings of the Governing Board held in public, not public forums, and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the board through the board president. To assure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must fill out a speaker card. Cards are available at the meeting and on the District website. Cards must be submitted to the Secretary or Clerk of the Board. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. The Governing Board may place limitations on the total time to be devoted to each topic if it finds that the number of speakers would impede the Board's ability to conduct its business in a timely manner. Procedures for receiving communication from the public on topics that fall under the subject jurisdiction of the Governing Board. A member of the public may address the Governing Board on any item(s) on the agenda or non-agenda items. Each person speaking may not exceed a total of three minutes on each item. The speaker may choose to speak during public comment or at the time of the agenda item prior to board consideration. These presentations are limited to three minutes or a total of twenty minutes.

There were no public comments.

8. Information

8.1 Business Services Report

Kristen Pifko, Assistant Superintendent of Business Services, provided an update on the Food Service Department.

Ms. Lacey Piper, Director of Child Nutrition, was also present to answer any questions.

8.2 Educational Services Report

Mr. Oscar Hernandez, Assistant Superintendent of Educational Services, provided an Attendance Year to Date Update.

9. Discussion/Action

9.1 Approval of Second and Final Reading of CSBA Revised/Updated Board Policies

Staff recommends approval of the Second and Final Reading of the CSBA Revised/Updated Board Policies

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

9.2 Approval for STEAM Teachers to attend Out of State Conferences and Site Tours

Staff recommends approval.

Motion by Eleanor Torres, second by Joe Esquivel.

Final Resolution: Motion Carries

Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

9.3 RSD/RTA Tentative MOU for Middle School Parent/Teacher Conferences Pilot
It is recommended the board take action and approve the MOU between RSD and RTA for a pilot program for middle school parent/teacher conferences.

Motion by Eleanor Torres, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

9.4 2018/2019 Open Enrollment Dates
It is recommended the board approve the 2018/2019 Open Enrollment Dates as presented.

Motion by Joe Esquivel, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

9.5 Approval of Resolution No. 1718/22 authorizing the District to rebid the Kitchen at the STEAM school.
It is recommended that the Board approve the Resolution to rebid the kitchen at the STEAM school.

Motion by Joe Esquivel, second by Felix Eisenhauer.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

9.6 Approval of Acceptance of the Independent Auditor's Annual Financial Reports as of June 30, 2017.
Staff recommends approval of the Acceptance of the Independent Auditor's Annual Financial Reports.

Motion by Joe Esquivel, second by Eleanor Torres.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

10. Consent

10.1 Approval of the Consent Agenda

Motion by Eleanor Torres, second by Joe Esquivel.
Final Resolution: Motion Carries
Yes: Eleanor Torres, Joe Esquivel, Felix Eisenhauer

10.2 Approval of the Minute of the Regular Board Meeting of November 15, 2017

10.3 Approval of the Minutes of the Annual Organization Meeting December 18, 2017

10.4 Personnel Report - December 2017/January 2018

10.5 Ratification of the Commercial Warrant

10.6 Approval of Rio Real 8th Grade Trip to Camp Shalom, Malibu, California

10.7 Approval of Resolution 1718/23 authorizing the Prepayment of Certificates of Participation Along with Other Related Matters

10.8 Food Service Equipment Replacement

10.9 Approval of Form J-13A requesting Allowance of Attendance Because of Emergency Conditions

10.10 Approval of Resolution 1718/24 authorizing Procurement of Student Passenger Bus from Bus West

10.11 Notice of Change Order from Abdellatif Enterprises, Inc. for Rough Carpentry work at the STEAM site.

10.12 Notice of Change Order by Anderson Systems for plumbing and site utilities services at the STEAM Academy

10.13 Notice of Change Order by Standard Drywall for Metal Framing Drywall and Plaster services at the STEAM site.

10.14 Notice of Change Order by K&Z Cabinet Co., for finish carpentry and casework at the STEAM Academy.

10.15 Notice of Change Order by Fence Factory for Fences and Gates at the STEAM Academy.

10.16 Contract awarding to Sunesys for fiber connection from Rio School District to Rio STEAM Academy

11. Organizational Business

11.1 Future Items for Discussion

11.2 Future Meeting Dates: February 21, 2018

12. Adjournment

12.1 Adjournment

President Eisenhower adjourned the meeting at 8:25 p.m.

Approved on this 21st day of February, 2018.

John Puglisi, Ph.D., Secretary

Date

Eleanor Torres, Clerk of the Board

Date

10.3



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.3 Approval of Donation Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budgeted	No
Recommended Action	Staff recommends approval of the Donation Report

Public Content

Speaker: Superintendent Puglisi

Rationale:

It is recommended the Governing Board accept the following donations:

Site	Donor	Use of Donation	Amount
Rio Lindo	Lowes	Garden Project	5000.00
Rio Rosales	Lifetouch	Incentives	554.00
Rio Vista	Lifetouch	Incentives	737.00
Rio Real	Lifetouch	Incentives	142.00
Rio del Norte	Coca Cola	Incentives	51.16
Rio Real	Parent	Basketball Team	250.00
Rio del Mar	Riverpark Lutheran Church	Book Fair	200.00

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

10.4



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.4 Ratification of the Commercial Warrant
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	4,552,583.57
Budgeted	Yes
Budget Source	Various Funds as listed below
Recommended Action	It is recommended that the Commercial Warrant be approved for the period January 8, 2018 through February 12, 2018.

Public Content

Speaker:
Kristen Pifko

Rationale:

The District processed payments to vendors since the last meeting of the Governing Board for a total amount of \$6,068,766.79 which include processing payments for all funds of the District in the following amounts:

Fund 010 General Fund	\$2,040,827.92
Fund 130 Cafeteria Fund	\$ 110,810.47
Fund 211 Building Fund	\$ 2,363,970.54
Fund 251 Capital Facilities - Residential	\$ 11,942.50
Fund 252 Capital Facilities Commercial	\$
Fund 490 Capital Project Funds for Blen	\$ 26,464.26
Less Unpaid Tax Liability	<u>\$(- 1,432.12)</u>
Total	\$4,552,583.67

Commercial Warrant.pdf (1,067 KB)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

ReqPay12a

Board Report

Checks Dated 01/08/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028804	02/06/2018	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-4200	2,149.81	
			010-4300	988.17	
			010-5800	1,950.00	5,087.98
5009028805	02/06/2018	Ventura County SELPA	010-5100	80,809.64	
			010-5800	6,702.86	87,512.50
5009028806	02/06/2018	Ventura County Office of Education	010-5800		142,692.34
5009028807	02/08/2018	Atkinson, Anderson, Loya, Ruud & Romo	010-5802		3,082.50
5009028808	02/08/2018	CITY OF OKNARD	010-5540		9,343.73
5009028809	02/08/2018	Diane DeLaurantis	010-5800		2,060.00
5009028810	02/08/2018	SOUTHERN CALIF. EDISON	010-5520		5,935.71
5009028811	02/08/2018	Frontier Communications	010-5800		56.06
5009028812	02/08/2018	Global Equity Communications	010-5800		2,307.50
5009028813	02/08/2018	Carlo Andre Godoy dba Godoy Studios	010-5800		6,675.00
5009028814	02/08/2018	HARRIS WATER CONDITIONING	010-5540		52.31
5009028815	02/08/2018	Jeanine Garza	010-5800		900.00
5009028816	02/08/2018	Blaine Klein	010-5800		827.45
5009028817	02/08/2018	Laura Walter	010-5800		150.00
5009028818	02/08/2018	Leaming Priority, Inc	010-5800		4,500.00
5009028819	02/08/2018	Magnatag Visible System	010-4300		34.00
5009028820	02/08/2018	Nee Quaison Sackey	010-5800		1,600.00
5009028821	02/08/2018	Ox Blue	010-5800		599.00
5009028822	02/08/2018	RIO PLAZA WATER COMPANY #518	010-5540		4,780.56
5009028823	02/08/2018	Hekar Rivera	010-5800		1,400.00
5009028824	02/08/2018	Steve Sunnarborg	010-5800		4,985.00
5009028825	02/08/2018	VARGAS SIGNS	010-4300		515.00
5009028826	02/08/2018	Ventura County Office of Education	010-5200		60.00
5009028827	02/08/2018	Ventura Unified School Dist.	010-7141		16,899.00
			Total Number of Checks	454	4,863,865.29

	Count	Amount
Cancel	2	1,081.72
Net Issue		4,552,683.57

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	406	2,040,827.92
130	Cafeteria Fund	26	110,810.47
211	Building Fund	23	2,363,970.54
251	CAPITAL FACILITIES - RESIDENTI	4	11,942.50
490	Capital Projects Fund for Blen	2	26,464.26

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.

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Board Report

Checks Dated 01/08/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
4000000071	01/10/2018	Lawrence M. Niles	Cancelled		1,681.51 *
Cancelled on 01/24/2018, Cancel Register # PW100129					
5000020376	01/08/2018	Silvia Acosta	010-3710		2,181.51
5000020376	01/08/2018	Maria Acosta	010-3710		2,181.51
5000020377	01/08/2018	Marylou Abull	010-3710		2,181.51
5000020378	01/08/2018	SALLY ALVARADO	010-3710		2,181.51
5000020379	01/08/2018	BARBARA ALVAREZ	010-3710		2,181.51
5000020380	01/08/2018	Maria Angeles	010-3710		2,181.51
5000020381	01/08/2018	Wayne Andrews	010-3710		2,181.51
5000020382	01/08/2018	Sharon Balkman	010-3710		2,181.51
5000020383	01/08/2018	Maria Berdez	010-3710		2,181.51
5000020384	01/08/2018	SHINLEY BROWN	010-3710		2,181.51
5000020385	01/08/2018	Judi Burchmore	010-3710		2,181.51
5000020386	01/08/2018	Carson Carlo	010-3710		2,181.51
5000020387	01/08/2018	Jonathan Castillo	010-3710		2,181.51
5000020388	01/08/2018	GAYLE COLEMAN	010-3710		2,181.51
5000020389	01/08/2018	John Cori	010-3710		2,181.51
5000020390	01/08/2018	Ann S Crane	010-3710		2,181.51
5000020391	01/08/2018	Kathleen Crowe	010-3710		2,181.51
5000020392	01/08/2018	David Davidson	010-3710		2,181.51
5000020393	01/08/2018	LaVerne Edger	010-3710		2,181.51
5000020394	01/08/2018	Catherine Eghton	010-3710		2,181.51
5000020395	01/08/2018	Carolee Felch	010-3710		2,181.51
5000020396	01/08/2018	Jeanne Foster	010-3710		2,181.51
5000020397	01/08/2018	KATHLEEN FRANKLIN	010-3710		2,181.51
5000020398	01/08/2018	Suzanne Frank	010-3710		2,181.51
5000020399	01/08/2018	Ruth Fraser	010-3710		2,181.51
5000020400	01/08/2018	JARREL FULLER	010-3710		2,181.51
5000020401	01/08/2018	Claudene Garton	010-3710		2,181.51
5000020402	01/08/2018	Sharon Gibson	010-3710		2,181.51
5000020403	01/08/2018	Geoff Godfrey	010-3710		2,181.51
5000020404	01/08/2018	Maria L. Godinas	010-3710		2,181.51
5000020405	01/08/2018	Helena Golitz	010-3710		2,181.51
5000020406	01/08/2018	CAROLYN GRACE	010-3710		2,181.51
5000020407	01/08/2018	Susan Harrold	010-3710		2,181.51
5000020408	01/08/2018	Wilton R. Horton	010-3710		2,181.51
5000020409	01/08/2018	Jean Keller	010-3710		2,181.51
5000020410	01/08/2018	Harold Kennedy	010-3710		2,181.51
5000020411	01/08/2018	Jo Ann Kennedy	010-3710		2,181.51
5000020412	01/08/2018	George Korns	010-3710		2,181.51
5000020413	01/08/2018	LAURA KRALL	010-3710		2,181.51
5000020414	01/08/2018	Meredith Kruger	010-3710		2,181.51
5000020415	01/08/2018	RENEE LANE	010-3710		2,181.51
5000020416	01/08/2018	Christina Leonard	010-3710		2,181.51
5000020417	01/08/2018	CONNIE LORIELI	010-3710		2,181.51
5000020418	01/08/2018	BEN LUCE	010-3710		2,181.51

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Board Report

On 01/08/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028418	01/08/2018	Marcia Marino	010-3710		2,151.51
5009028420	01/08/2018	Joan Mayeda	010-3710		2,151.51
5009028421	01/08/2018	Shirley McCaffarty	010-3710		2,151.51
5009028422	01/08/2018	United of Omaha Life Ins. Co.	010-9534		688.30
5009028423	01/08/2018	Virginia Nedejoff	010-3710		2,151.51
5009028424	01/08/2018	Phil Otem	010-3710		2,151.51
5009028425	01/08/2018	RUDY PALAZUELOS	010-3710		2,151.51
5009028428	01/08/2018	YVONNE RALEY	010-3710		2,151.51
5009028427	01/08/2018	Jose Rodriguez	010-3710		2,151.51
5009028428	01/08/2018	SALLIE SANCHEZ	010-3710		2,151.51
5009028429	01/08/2018	Darlene Santos	010-3710		2,151.51
5009028430	01/08/2018	Linda Shaffer	010-3710		2,151.51
5009028431	01/08/2018	Andrea Shaub	010-3710		2,151.51
5009028432	01/08/2018	John Sherk	010-3710		2,875.41
5009028433	01/08/2018	LYNN SILVIERA	010-3710		2,151.51
5009028434	01/08/2018	SISC FINANCE	010-9516	10,330.90	
			010-9534	532,872.64	
			010-9537	33,245.56	576,449.10
5009028435	01/08/2018	CAROL SPRACKLEN	010-3710		2,151.51
5009028436	01/08/2018	BEVERLY STARK	010-3710		2,151.51
5009028437	01/08/2018	ROY SWICKARD	010-3710		2,151.51
5009028438	01/08/2018	Virginia Swickard	010-3710		2,151.51
5009028439	01/08/2018	Eleanor Syrett	010-3710		2,151.51
5009028440	01/08/2018	Gwen Thomas	010-3710		2,151.51
5009028441	01/08/2018	HELEN TORRES	010-3710		2,151.51
5009028442	01/08/2018	Christina Valdivia	010-3710		2,151.51
5009028443	01/08/2018	Lenora Weinerth	010-3710		2,151.51
5009028444	01/08/2018	Darylene Williams	010-3710		2,151.51
5009028445	01/08/2018	Sharlene Wilson	010-3710		2,151.51
5009028446	01/08/2018	Mike Wittin	010-3710		2,151.51
5009028447	01/08/2018	Michelle B. Townaley	010-5200		327.47
5009028448	01/08/2018	Michèle Duckett	010-5200		20.78
5009028449	01/08/2018	360 Degree Customer Inc.	010-5800		56,535.00
5009028450	01/08/2018	Acer America Corporation	010-4300	33.14	
			Unpaid Tax	.88-	32.26
5009028451	01/08/2018	ACSA FOUNDATION FOR EDUCATIONAL ADMINISTRATION	010-5200		1,276.00
5009028452	01/08/2018	ALL-PHASE ELECTRIC SUPPLY	010-4300		471.41
5009028453	01/08/2018	APPLIED BACKFLOW TECHNOLOGIES	010-5540		394.50
5009028454	01/08/2018	Julie Avnit	211-5800		4,480.00
5009028455	01/08/2018	Dave Bang Associates, Inc of CA	010-6170		64,196.91
5009028456	01/08/2018	CANON BUSINESS SOLUTIONS, INC.	010-5812		55.11
5009028457	01/08/2018	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		160.00
5009028458	01/08/2018	Luis Gerardo Gullian	010-5800		1,780.00

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Board Report

Checks Dated 01/08/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028455	01/08/2018	Cafe Andie Godoy dba Godoy Studies	010-5800		5,100.00
5009028460	01/08/2018	Golden State Alarms, Inc.	010-5800		455.00
5009028461	01/08/2018	Grainger	010-4300	216.71	
			010-4325	72.65-	146.05
5009028452	01/08/2018	JOHNSTONE SUPPLY	010-4300		766.24
5009028463	01/08/2018	Kimball Midwest	010-4300		1,366.65
5009028464	01/08/2018	KONICA MINOLTA PREMIER FINANCE	010-5812	5,555.70	
			130-5812	427.96	5,983.66
5009028465	01/08/2018	Lawnco Products	010-4300		2,670.97
5009028466	01/08/2018	Lenovo	010-5800		1,000.00
5009028467	01/08/2018	OFFICE DEPOT	010-4300		476.58
5009028468	01/08/2018	PRINTECH	010-5812		3,400.00
5009028469	01/08/2018	Ventura County Watershed Protection District	010-5540		14,652.00
5009028470	01/08/2018	ROBERT BROOKE & ASSOCIATES	010-4300	4,363.01	
			Unpaid Tax	266.41-	4,117.60
5009028471	01/08/2018	SAWYER PETROLEUM	010-4300		180.14
5009028472	01/08/2018	SchoolMint Inc	010-5800		6,000.00
5009028473	01/08/2018	Ventura County SELPA	010-5200		30.00
5009028474	01/08/2018	SERVICE PRO-FIRE PROTECTION	010-5800		16,642.98
5009028475	01/08/2018	Sontrol	010-5810	23.16	
			010-5800	164.82	176.00
5009028476	01/08/2018	Sunbelt Rentals	010-5830		1,631.08
5009028477	01/08/2018	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5800		167.00
5009028478	01/08/2018	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5800		167.00
5009028479	01/08/2018	TAFT ELECTRIC	010-5810		1,610.00
5009028480	01/08/2018	TUBBS BROTHERS PLUMBING DBA HAROLD'S FAST ROOTER & PLUMB	010-5810		1,104.00
5009028481	01/08/2018	US AIRCONDITIONING DIST.	211-6262		6,665.14
5009028482	01/08/2018	Vocabulary Spelling City, Inc.	010-6800		696.26
5009028483	01/08/2018	WORTHINGTON DIRECT, INC.	010-4300	3,463.48	
			251-4300	509.12	
			Unpaid Tax	784.85-	3,258.75
5009028484	01/08/2018	CWA Ventura Chapter	010-5300		40.00
5009028485	01/08/2018	CITY OF OXNARD	211-6800		162,243.18
5009028486	01/08/2018	KISS Institute for Practical Robotics	010-4400		2,600.00
5009028487	01/09/2018	ACSA FOUNDATION FOR EDUCATIONAL ADMINISTRATION	010-5800		826.00
5009028488	01/08/2018	SOUTHERN CALIF. EDISON	010-6520		9,007.76
5009028489	01/09/2018	Fred Pryor Seminars	010-6200		99.00
5009028490	01/09/2018	HARRIS WATER CONDITIONING	010-5540		48.00
5009028491	01/09/2018	Michael Lorimer	010-5800		1,477.98
5009028492	01/08/2018	RIO PLAZA WATER COMPANY #518	010-5540		4,306.47
5009028493	01/09/2018	Southwest School & Office Supply	010-4300	333.35	

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.

ReqPay12a

Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028493	01/09/2018	Southwest School & Office Supply	010-9320	126.34	459.72
5009028494	01/09/2018	U.S. Bank Corporate Payment Systems	010-4300	3,128.74	
			010-8200	3,161.72	6,290.46
5009028495	01/11/2018	Josefina Carrillo	010-5200		8.89
5009028496	01/11/2018	Sara Juarez	010-5200		322.07
5009028497	01/11/2018	Margarita Mosqueda	010-5200		70.00
5009028498	01/11/2018	Pamela Weltmann	010-5200		19.47
5009028499	01/11/2018	Melissa Navarrete	010-5200		314.10
5009028500	01/11/2018	Amy Smith	010-5200		130.00
5009028501	01/11/2018	ARTS ATTACK	010-4300		159.00
5009028502	01/11/2018	Assistance League School	010-5100	10,744.85	
			010-5800	2,805.36	12,750.00
5009028503	01/11/2018	Barnes & Noble Inc.	010-4300		47.51
5009028504	01/11/2018	Yolanda M. Benitez	010-5800		12,182.58
5009028505	01/11/2018	Ca. Dept. of Tax & Fee Admin	010-5800		16.17
5009028506	01/11/2018	CALIFORNIA CHAMBER OF COMMERCE	010-4300		987.88
5009028507	01/11/2018	CITY OF OXNARD	010-5540		2,724.94
5009028508	01/11/2018	Customink	010-4300	279.27	
			Unpaid Tax	20.09-	258.16
5009028509	01/11/2018	Durham School Services	010-5800		5,847.01
5009028510	01/11/2018	EBS HEALTHCARE	010-5100	6,047.16	
			010-5800	972.84	7,020.00
5009028511	01/11/2018	SOUTHERN CALIF. EDISON	010-5520		21,847.85
5009028512	01/11/2018	Fence Factory	010-5830		1,047.85
5009028513	01/11/2018	Frontier Communications	010-5800		57.75
5009028514	01/11/2018	HARRIS WATER CONDITIONING	010-5540		18.75
5009028515	01/11/2018	IDENT-A-KID	010-4300	176.44	
			Unpaid Tax	12.69-	163.75
5009028516	01/11/2018	KAPLAN EARLY LEARNING CO. ACCOUNTS RECEIVABLE	251-4300		3,310.42
5009028517	01/11/2018	Olive Garden	010-4300		210.19
5009028518	01/11/2018	PASSAGEWAY, INC.	010-5100	2,321.61	
			010-5800	1,062.72	3,404.33
5009028519	01/11/2018	POSITIVE PROMOTIONS	010-4300	217.88	
			Unpaid Tax	15.68-	202.31
5009028520	01/11/2018	PROGRESS PUBLICATIONS	010-4300		2,062.34
5009028521	01/11/2018	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-5800		3,150.00
5009028522	01/11/2018	Sage Institute	251-5800		6,000.00
5009028523	01/11/2018	SC FUELS	010-4300	477.50	
			010-4380	48.70	
			130-4300	100.19	627.39
5009028524	01/11/2018	SUNESYS QUANTA RECEIVABLES LP	010-5800		3,710.78
5009028525	01/11/2018	Steve Sunnarborg	010-5800		171.34

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.

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Board Report

Checks Dated 01/08/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028520	01/11/2018	Traffic Technologies, LLC	010-4300		127.33
5009028527	01/11/2018	TUBBS BROTHERS PLUMBING DBA HAROLD'S FAST ROOTER & PLUMBS	010-6610		210.00
5009028528	01/11/2018	UNITED WATER CONSERVATION DIST.	010-5540		1,894.33
5009028529	01/11/2018	VAVRINEK, TRINE, DAY & CO, LLP	010-5800	1,800.00	
			211-5800	2,000.00	3,800.00
5009028530	01/11/2018	Ventura Unified School Dist.	010-6510		55,848.00
5009028531	01/11/2018	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		508.00
5009028532	01/12/2018	Teresa R. Ivey	010-5200		380.31
5009028533	01/12/2018	AIRPORT AUTO REPAIR	010-5820		359.70
5009028534	01/12/2018	AUTO CITY GLASS	010-5810		194.43
5009028535	01/12/2018	BARON INDUSTRIES	010-4300		1,116.40
5009028536	01/12/2018	OCP Industries	010-4300		637.08
5009028537	01/12/2018	Central Drug Store, Inc.	010-5900		1,350.00
5009028538	01/12/2018	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5900		170.00
5009028539	01/12/2018	COGGS TIRE SERVICE	010-5810		97.66
5009028540	01/12/2018	DURBIANO FIRE EQUIPMENT, INC.	010-6620		2,125.72
5009028541	01/12/2018	Ewing Integation Products Inc	010-4300		165.36
5009028542	01/12/2018	GIBBS INTERNATIONAL	010-4300	2,682.02	
			010-5810	6,240.73	10,922.75
5009028543	01/12/2018	Granger	010-4300		40.65
5009028544	01/12/2018	HOME DEPOT CREDIT SERVICES	010-4300	774.16	
			010-4300	658.47	1,432.63
5009028545	01/12/2018	O'Reilly Auto Parts	010-4300		1,987.10
5009028546	01/12/2018	Pacific Earth Resources DBA Pacific Soil	010-4300		208.94
5009028547	01/12/2018	PARADISE CHEVROLET	010-4300		352.61
5009028548	01/12/2018	REPUBLIC ELEVATOR COMPNAV	010-5820		283.42
5009028549	01/12/2018	Shaw HR Consulting	010-5800		980.00
5009028550	01/12/2018	Traffic Technologies, LLC	010-4300		87.26
5009028551	01/12/2018	U.S. Bank Corporate Payment Systems	010-4300	768.51	
			010-5200	250.85	1,019.07
5009028552	01/12/2018	VC Metals Inc	010-4300		434.45
5009028553	01/12/2018	Ventura County Office of Education	010-5904		318.00
5009028554	01/12/2018	YAMA LAWMOWER REPAIR	010-4300		72.45
5009028555	01/17/2018	City of Oxnard	010-5800		5,070.63
5009028556	01/18/2018	Michael Connelly	010-5200		290.87
5009028557	01/18/2018	Marla M. Hernandez	010-4300		87.82
5009028558	01/18/2018	Jocela Ramirez	010-5200		67.20
5009028559	01/18/2018	Annette M. Lorenzens	010-4200		150.00
5009028560	01/18/2018	Cameron L. Ohi	010-4300		90.20
5009028561	01/18/2018	Jose M. Esquivel	010-5200		737.22
5009028562	01/18/2018	Cathleen S. Higa	010-5200		96.54

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

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Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028563	01/18/2018	APPLIED BACKFLOW TECHNOLOGIES	010-5540		452.50
5009028564	01/18/2018	Bertrand Music	010-4300	4,336.21	
			010-4400	4,821.95	9,158.16
5009028566	01/18/2018	CANON BUSINESS SOLUTIONS, INC.	010-5612		547.94
5009028568	01/18/2018	CASBO SB & VENT CO. SUBSECTION	Cancelled		45.00 *
	Cancelled on 02/02/2018				
5009028567	01/18/2018	CONTINUING DEVELOPMENT INC.	010-5100	2,590.24	
			010-5800	1,001.23	3,591.47
5009028569	01/18/2018	COASTAL OCCUPATIONAL MEDICAL GROUP	010-5800		90.00
5009028569	01/18/2018	Diana DeLaurantis	010-5800		1,150.00
5009028570	01/18/2018	Discount School Supply	010-4300		57.95
5009028571	01/18/2018	Driftwood Dairy	130-4710		6,814.29
5009028572	01/18/2018	EBS HEALTHCARE	010-5100	3,721.33	
			010-5800	598.67	4,320.00
5009028573	01/18/2018	FEDEX	010-5800	193.40	
			130-5800	8.20	201.60
5009028574	01/18/2018	Fence Factory	010-4300	133.01	
			010-5610	136.99	270.00
5009028575	01/18/2018	FLINN SCIENTIFIC, INC.	010-4300		1,231.81
5009028576	01/18/2018	VCOE GRAPHICS CENTER	010-5800		484.29
5009028577	01/18/2018	GREATAMERICA FINANCIAL SVCS	010-5610		288.67
5009028578	01/18/2018	J.W. Pepper	010-4300		89.44
5009028579	01/18/2018	Kimball Midwest	010-4300		45.00
5009028580	01/18/2018	KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.	010-5612		526.34
5009028581	01/18/2018	KONICA MINOLTA PREMIER FINANCE	010-5612		10,346.31
5009028582	01/18/2018	Blaire Kulin	010-5800		1,793.07
5009028583	01/18/2018	Lawson Products	010-4300		4,498.46
5009028584	01/18/2018	MIXTECO/INDIGENA COMMUNITY ORGANIZING PROJECT	010-5800		6,254.24
5009028585	01/18/2018	Ford Credit Dept 67-494	130-7438	115.98	
			130-7439	530.95	646.94
5009028586	01/18/2018	PARADIGM HEALTHCARE SERVICES	010-5800		5,679.30
5009028587	01/18/2018	PEARSON EDUCATION, INC.	010-4300		1,810.75
5009028588	01/18/2018	Tyf County Bread Service	130-4710		1,663.45
5009028589	01/18/2018	Hekar Rivera	010-5800		800.00
5009028590	01/18/2018	SUNESYS QUANTA RECEIVABLES LP	010-5800		18,553.90
5009028591	01/18/2018	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5540		1,100.00
5009028592	01/18/2018	SWRCB ACCOUNTING OFFICE ATTN WATER QUALITY FEES	010-5540		1,840.00
5009028593	01/18/2018	THE BERRY MAN, INC.	130-4710		12,367.65

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.

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Board Report

Checks Dated 01/08/2018 through 02/12/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028594	01/18/2018	Trashcare Unlimited	010-4300		552.75
5009028595	01/18/2018	U.S. Bank Corporate Payment Systems	010-4300		135.17
5009028596	01/18/2018	Ventura County Office of Education	010-5200	1,520.00	
			010-9510	177,015.42	178,535.42
5009028597	01/22/2018	Martha Neary	010-5200		695.64
5009028598	01/22/2018	Veronica Rauschenberger	010-4300		122.95
5009028599	01/22/2018	Jasela Ramirez	010-5200		54.57
5009028600	01/22/2018	Pamela Gonzalez	010-5200		27.04
5009028601	01/22/2018	Kayden Orozco	010-5200		28.72
5009028602	01/22/2018	Elise Hirsty	010-4300	300.00	
			010-5200	107.11	407.11
5009028603	01/22/2018	4imprint, Inc.	010-4300		427.46
5009028604	01/22/2018	Anderson Systems	211-6102		302,268.41
5009028605	01/22/2018	Aswell Trophy	010-4300		57.83
5009028606	01/22/2018	AT&T	010-5900		472.15
5009028607	01/22/2018	CITY OF OXNARD	010-5540		10,611.93
5009028608	01/22/2018	CALIFORNIA SCHOOL MANAGEMENT	010-5800		3,150.00
5009028609	01/22/2018	Diane DeLaurita	010-5800		550.00
5009028610	01/22/2018	DeVries Construction	211-6201		250,503.95
5009028611	01/22/2018	Discount School Supply	010-4300		541.20
5009028612	01/22/2018	E. J Harrison & Sons	010-5500		106.32
5009028613	01/22/2018	SOUTHERN CALIF. EDISON	010-5520		4,081.13
5009028614	01/22/2018	EVERBRITE, LLC	010-5610		597.50
5009028615	01/22/2018	Fence Factory	010-4300	150.75	
			010-5610	155.25	306.00
5009028616	01/22/2018	Fry's Electronics customer #70593	010-4300		395.42
5009028617	01/22/2018	THE GAS COMPANY	010-5530		725.75
5009028618	01/22/2018	William Venegas Hip Hop Mindset	010-5800		5,110.00
5009028619	01/22/2018	Image Market	010-5800	2,073.06	
			Unpaid Tax	149.11-	1,923.95
5009028620	01/22/2018	JONES SCHOOL SUPPLY CO., INC.	010-4300	203.24	
			Unpaid Tax	14.62-	168.62
5009028621	01/22/2018	JPI Development Group Inc.	211-6201		32,094.04
5009028622	01/22/2018	Juror Street Co.	211-6201		223,691.60
5009028623	01/22/2018	K & Z Cabinet Cpo, Inc.,	211-6201		7,614.97
5009028624	01/22/2018	Daniel Newman Loefer	010-5800		1,000.00
5009028625	01/22/2018	NuWay, Inc.	211-6201		40,239.74
5009028626	01/22/2018	OFFICE DEPOT	010-4300		2,339.78
5009028627	01/22/2018	PERFORMANCES TO GROW ON	010-6500		6,030.00
5009028628	01/22/2018	SC FUELS	010-4300	2,375.42	
			010-4350	110.83	2,486.25
5009028629	01/22/2018	Total Biocide Service, Inc.	010-6500		500.00
5009028630	01/22/2018	U.S. Bank Corporate Payment Systems	010-4300	2,787.95	
			010-5200	2,864.44	

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Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028630	01/22/2018	U.S. Bank Corporate Payment Systems	010-5920	95.31	5,527.71
5009028631	01/22/2018	VCSBA Stephen Blum, Treasurer	010-5200		40.00
5009028632	01/23/2018	Jillian N. Ramos	010-5200		21.88
5009028633	01/23/2018	Amerigas	010-5800		23.58
5009028634	01/23/2018	Aswell Trophy	010-4300		480.20
5009028635	01/23/2018	Stephen Clark	010-5800		550.00
5009028636	01/23/2018	Dominos Pizza	130-4710		1,617.98
5009028637	01/23/2018	Fry's Electronics customer #70883	010-4300		1,185.25
5009028638	01/23/2018	Nee Quaison Seckey	010-5800		807.75
5009028639	01/23/2018	R. Indigenous Consultants Tribal Monitoring, LLC	211-5800		6,240.00
5009028640	01/23/2018	S & S WORLDWIDE, INC.	010-4300		140.57
5009028641	01/23/2018	Sam's Club Direct	010-4300		235.54
5009028642	01/23/2018	SCHOLASTIC BOOK CLUBS, INC.	010-4300		64.00
5009028643	01/23/2018	SCHOOL NURSE SUPPLY, INC.	010-4300		654.58
5009028644	01/23/2018	Southwest School & Office Supply	010-4300		48.05
5009028645	01/23/2018	Studies Weekly	010-4300		1,630.00
5009028646	01/23/2018	SUPER DUPER PUBLICATIONS	010-4300	268.23	
			Unpaid Tax	19.28	248.94
5009028647	01/23/2018	SYSCO VENTURA	130-4710		44,204.88
5009028648	01/23/2018	Teachers for the Study of Educational Institutions	010-5800		2,925.00
5009028649	01/23/2018	THERAPRODUCT	010-4300	188.88	
			Unpaid Tax	12.48	177.10
5009028650	01/23/2018	Triumph Learning	010-4140		481.87
5009028651	01/23/2018	TUBBS BROTHERS PLUMBING DBA HAROLD'S FAST ROOTER & PLUMB	010-5610		193.00
5009028652	01/23/2018	UC REGENTS	010-5200		200.00
5009028653	01/23/2018	U.S. Bank Corporate Payment Systems	010-4300		180.32
5009028654	01/23/2018	WORTHINGTON DIRECT, INC.	010-4300		211.17
5009028655	01/25/2018	Lealie T. Pimentel	010-5200		68.69
5009028656	01/25/2018	Marta J. Drennon	130-4305		250.00
5009028657	01/25/2018	Rosalizela M. Gutierrez	130-4710		17.43
5009028658	01/25/2018	Jane Gwynn	010-5200		64.29
5009028659	01/25/2018	Naomi Amparan	130-4305		250.00
5009028660	01/25/2018	Betsy Pegler	010-5200		111.28
5009028661	01/25/2018	AMERICAN EXPRESS	010-4300	71.09	
			010-5200	4,727.88	4,788.97
5009028662	01/25/2018	Anderson Systems	211-8102		278,135.17
5009028663	01/25/2018	ARC	211-5800		338.00
5009028664	01/25/2018	AUTO CITY GLASS	010-4300	203.20	
			010-5610	637.86	841.16
5009028665	01/25/2018	BARON INDUSTRIES	010-4300		767.51
5009028666	01/25/2018	Benner and Carpenter Inc.	211-8102		20,805.00
5009028667	01/25/2018	Big Ceramic Store	010-4300	602.98	

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.

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Board Report

Checks Dated 01/09/2018 through 02/12/2018					
Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
			Unpaid Vac	48.37	48.37
5008028668	01/25/2018	C & M AUTO TRUCK ELECTRIC	010-6510		307.29
5008028669	01/25/2018	CANON BUSINESS SOLUTIONS, INC.	010-6512		66.51
5008028670	01/25/2018	CCP Industries	010-4300		1,168.08
5008028671	01/25/2018	COGGS TIRE SERVICE	010-6510		84.74
5008028672	01/25/2018	Drifwood Dairy	130-4710		7,689.21
5008028673	01/25/2018	Employment Dev Dept	010-9536		4,507.41
5008028674	01/26/2018	FEDEX	010-5800	82.47	
			130-5000	3.49	85.96
5008028676	01/25/2018	GIBBS INTERNATIONAL	010-6510		1,531.34
5008028678	01/25/2018	Granger	010-4300	247.77	
			010-4360	139.87	387.64
5008028677	01/25/2018	HOME DEPOT CREDIT SERVICES	010-4300	2,140.46	
			010-4360	370.62	2,511.28
5008028678	01/26/2018	JOHNSTONE SUPPLY	010-4300		41.61
5008028679	01/26/2018	JPI Development Group Inc.	211-6201		5,272.50
5008028680	01/25/2018	MCCARTY & SON'S TOWING	010-6510		1,903.82
5008028681	01/26/2018	MIXTECOMINDIGENA COMMUNITY ORGANIZING PROJECT	010-6800		3,814.88
5008028682	01/26/2018	MJP COMPUTERS	010-4300		2,707.22
5008028683	01/25/2018	Nason's Lock & Safe Inc DBA Nasons Lock & Security	010-4300		40.40
5008028684	01/25/2018	NuWay, Inc.	211-6201		385,611.06
5008028685	01/25/2018	O'Reilly Auto Parts	010-4300		1,299.22
5008028686	01/26/2018	Parker & Covert	010-6802		3,106.60
5008028687	01/26/2018	Pioneer Chemical Co	010-4300	78.86	
			010-6800	1,684.24	1,763.10
5008028688	01/26/2018	PRAXAIR DISTRIBUTION INC	010-4300		559.61
5008028689	01/26/2018	Precision Plumbing-Mechanical	010-6510		20,956.00
5008028690	01/25/2018	PROforma	010-4300		1,646.31
5008028691	01/26/2018	Tri County Bread Service	130-4710		918.12
5008028692	01/26/2018	R. Indigenous Consultants Tribal Mentoring, LLC	211-6800		4,680.00
5008028693	01/26/2018	SAFETY-KLEEN, INC.	010-6800		410.54
5008028694	01/26/2018	SERVICE PRO-FIRE PROTECTION	010-6800		360.00
5008028695	01/25/2018	Smith Pipe & Supply	010-4360		76.74
5008028696	01/26/2018	Standard Drywall, Inc.	211-6201		226,761.76
5008028697	01/26/2018	TAFT ELECTRIC	211-6102		127,546.00
5008028698	01/26/2018	THE BERRY MAN, INC.	130-4710		19,874.00
5008028699	01/25/2018	Traffic Technologies, LLC	010-4300		224.61
5008028700	01/26/2018	TUBBS BROTHERS PLUMBING DBA HAROLD'S FAST ROOTER & PLUMB	010-6510		1,410.00
5008028701	01/26/2018	Turf Star, Inc.	010-4300		140.24
5008028702	01/26/2018	VENTURA REFRIGERATION SALES & SERVICE	130-6800		687.18

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.

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Board Report

(Checks Dates) 01/09/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028703	01/25/2018	STEVE ZOLOTAS DBA WEST OAKS PEST CONTROL	010-5800		1,574.00
5009028704	01/25/2018	YAMA LAWMOWER REPAIR	010-4360	73.23	
			010-5610	58.99	132.22
5009028705	01/25/2018	United of Omaha Life Ins. Co.	010-5800		2,204.61
5009028706	01/25/2018	STATE BOARD OF EQUALIZAION	010-9552	6,807.23	
			130-8634	1,637.69	
			130-9552	187.08	8,632.00
5009028707	01/25/2018	State Board Of Equalization Fuel Taxes Division	010-5800		37.60
5009028708	01/25/2018	UNITED WATER CONSERVATION DIST.	010-5540		2,468.49
5009028709	01/29/2018	Justina Lara	010-8699		1,118.99
5009028710	01/29/2018	Melissa Navarrete	010-5200		374.53
5009028711	01/29/2018	Jeanine Garza	010-4300		135.24
5009028712	01/29/2018	AMERICAN EXPRESS	010-4300	1,019.25	
			010-4400		
			010-5200	996.22	
			010-5600	268.00	
			010-5920	128.97	2,410.44
5009028713	01/29/2018	APPLIED BACKFLOW TECHNOLOGIES	010-5540		584.50
5009028714	01/29/2018	Artisform Creations, LLC	010-4300		53.86
5009028715	01/29/2018	ASCD	010-5300		239.00
5009028716	01/29/2018	Atkinson, Anderson, Loya, Ruud & Remo	010-5802		802.00
5009028717	01/29/2018	BALFOUR BEATTY CONSTRUCTION	211-6272		126,318.00
5009028718	01/29/2018	Demco	010-4300		60.63
5009028719	01/29/2018	Dominos Pizza	130-4710		85.00
5009028720	01/29/2018	Driftwood Dairy	130-4710		2,121.54
5009028721	01/29/2018	Earth Systems Consultants	211-8900		31,313.50
5009028722	01/29/2018	Golden State Alarms, Inc.	010-5900		1,209.68
5009028723	01/29/2018	Granger	010-4300		29.75
5009028724	01/29/2018	MM Mechanical Inc.	010-5610		3,405.79
5009028725	01/29/2018	McCARTY & SON'S TOWING	010-5800		472.50
5009028726	01/29/2018	MJP COMPUTERS	010-5610		468.39
5009028727	01/28/2018	OXNARD ELEM SCHOOL DISTRICT	010-5800		6,586.74
5009028728	01/29/2018	Patriot Online Stores	010-4300		280.85
5009028729	01/29/2018	PRAXAIR DISTRIBUTION INC	010-4300		46.66
5009028730	01/29/2018	Tri County Bread Service	130-4710		271.50
5009028731	01/29/2018	Samz School of Music	010-5800		1,000.00
5009028732	01/29/2018	Scholastic Classroom Magazine	010-4300		89.30
5009028733	01/29/2018	SCHOLASTIC BOOK CLUBS, INC.	010-4300		1,754.50
5009028734	01/29/2018	SERVICE PRO-FIRE PROTECTION	010-5800		2,618.33
5009028735	01/29/2018	School Specialty	251-4400		2,033.96
5009028736	01/29/2018	SYSCO VENTURA	130-4710		3,894.57

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 OTHER

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Board Report

Checks Dated 01/08/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009026737	01/26/2018	Tel Deferred Services Corporate Office Suite 208	010-0639		64,543.00
5009026738	01/20/2018	TELCOM, INC	010-4300		78.66
5009026739	01/22/2018	THE BERRY MAN, INC.	130-4719		3,601.68
5009026740	01/29/2018	U.S. Bank Corporate Payment Systems	010-4300	3,326.60	
			010-4400	1,389.00	
			010-6200	4,721.31	
			010-6300	149.80	
			010-6800	388.80	9,696.79
5009026741	01/30/2018	Pacific West Communities, Inc	480-6600		7,500.00
5009026742	01/30/2018	Josefina Yurof	010-6200		36.62
5009026743	01/30/2018	Learn M. Guzik	010-5200		60.00
5009026744	01/30/2018	Anthony R. Ostrowski	010-6200		175.00
5009026745	01/30/2018	2500 Vineyard Ave, LLC	480-6600		18,064.26
5009026746	01/30/2018	AMERICAN BUILDING COMFORT	010-6610		890.32
5009026747	01/30/2018	CANON BUSINESS SOLUTIONS, INC.	010-6612		547.64
5009026748	01/30/2018	CASBO	010-6200		256.00
5009026749	01/30/2018	CA. ASSOC. OF SCHOOL BUSINESS OFFICIALS	010-6200		45.00
5009026750	01/30/2018	E J Harlan & Sons	010-6660		6,606.02
5009026751	01/30/2018	SOUTHERN CALIF. EDISON	010-6620		626.36
5009026752	01/30/2018	THE GAS COMPANY	010-6630		700.51
5009026753	01/30/2018	Golden State Alarms, Inc.	010-6600		824.02
5009026754	01/30/2018	HARRIS WATER CONDITIONING	010-6540		30.00
5009026755	01/30/2018	KONICA MINOLTA PREMIER FINANCE	010-6612		846.16
5009026756	01/30/2018	The Predictive Index	010-6800		475.00
5009026757	01/30/2018	Rio School District	010-6620	650.00	
			010-6800	1,600.00	2,350.00
5009026759	01/30/2018	SC FUELS	010-4300	2,811.62	
			010-4380	306.90	
			130-4300	275.67	3,464.28
5009026760	01/30/2018	TUBBS BROTHERS PLUMBING DBA HAROLD'S FAST ROOTER & PLUMB	010-6610		390.00
5009026760	02/01/2018	Learn M. Guzik	010-4300		213.77
5009026761	02/01/2018	Jeanette D. Smith	010-6200		166.40
5009026762	02/01/2018	Amy M Davis	010-6600		300.00
5009026763	02/01/2018	Brendelwe Nahweris	010-6800		7,226.66
5009026764	02/01/2018	Bruce G. Hunter	010-6800		200.00
5009026765	02/01/2018	SOUTHERN CALIF. EDISON	010-6620		6,829.27
5009026766	02/01/2018	THE GAS COMPANY	010-6650		612.14
5009026767	02/01/2018	George John Nougles IV	010-6600		100.00
5009026768	02/01/2018	Holly Wright	010-6800		200.00
5009026769	02/01/2018	Nina G Danza	010-6800		240.00
5009026770	02/01/2018	OFFICE DEPOT	010-4300	3,226.46	

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.

ReqPay12a

Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5009028770	02/01/2018	OFFICE DEPOT	130-4300	452.93	3,678.39
5009028771	02/01/2018	PACC	010-5800		525.00
5009028772	02/01/2018	Ran Enterprises, Inc.	211-6201		51,110.00
5009028773	02/01/2018	SCHOLASTIC BOOK CLUBS, INC.	010-4300	1,163.00	
			Unpaid Tax	83.65-	1,079.35
5009028774	02/01/2018	SCHOOL NURSE SUPPLY, INC.	010-4300		15.59
5009028775	02/01/2018	Shelley M Littleton	010-5800		100.00
5009028776	02/01/2018	Sonitrol	010-5810	2,498.63	
			010-5800	18,671.24	19,167.87
5009028777	02/01/2018	U.S. Bank Corporate Payment Systems	010-4300	136.03	
			010-4400	1,713.85	
			010-5800	633.00	
			010-5820	95.67	2,576.55
5009028778	02/01/2018	Ventura County Office of Education	010-5200		100.00
5009028779	02/01/2018	Ventura Unified School Dist.	010-5800		9.40
5009028780	02/01/2018	United of Omaha Life Ins. Co.	010-8839		31.20
5009028781	02/02/2018	Josh Steiner	010-4300		390.00
5009028782	02/02/2018	Annie Gratton	010-5200		40.85
5009028783	02/02/2018	Jacquelyn Fonseca	010-5200		49.60
5009028784	02/02/2018	Apple Inc.	010-4400		3,679.19
5009028785	02/02/2018	Assistance League School	010-5100	11,450.86	
			010-5800	2,139.04	13,600.00
5009028786	02/02/2018	C D W GOVERNMENT, INC.	010-4300		1,472.72
5009028787	02/02/2018	Luis Gerardo Guillen	010-5800		1,390.00
5009028788	02/02/2018	LAZEL	010-5800		1,199.76
5009028789	02/02/2018	Francisco Martinez	010-5800		770.00
5009028790	02/02/2018	MJP COMPUTERS	010-5800		1,330.00
5009028791	02/02/2018	PARADIGM HEALTHCARE SERVICES	010-5800		944.27
5009028792	02/02/2018	PASSAGEWAY, INC.	010-5100	6,011.92	
			010-5800	2,337.39	7,349.31
5009028793	02/02/2018	Southwest School & Office Supply	010-8320		6,219.49
5009028794	02/02/2018	Ventura County Star	130-5800		932.47
5009028795	02/02/2018	U.S. Bank Corporate Payment Systems	010-4300	1,355.88	
			010-5200	6,403.20	
			010-5600	863.00	8,422.08
5009028796	02/02/2018	VENTURA COUNTY OF EDUCATION PROGRAM 0941	010-5200		160.00
5009028797	02/02/2018	Ventura Unified School Dist.	010-5800		600.00
5009028798	02/06/2018	Sandra Morales	010-5200		90.00
5009028799	02/06/2018	Carmen Vasquez	010-5200		90.00
5009028800	02/06/2018	Jisela Ramirez	010-5200		553.39
5009028801	02/06/2018	Michelle Duckett	010-5200		167.12
5009028802	02/06/2018	Yesenia Viera	010-5200		90.00
5009028803	02/06/2018	Earth Systems Consultants	211-5800		54,762.28

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 BOARD

Checks Dated 01/08/2018 through 02/12/2018

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
5000028899	02/08/2018	HOUGHTON MIFFLIN HARCOURT PUBLISHING CO.	010-4200	2,148.81	
			010-4300	658.17	
			010-5800	1,850.00	5,067.98
5000028905	02/08/2018	Ventura County SELPA	010-5100	50,809.64	
			010-5800	6,792.86	57,512.50
5000028906	02/06/2018	Ventura County Office of Education	010-6500		142,692.34
5000028907	02/08/2018	Atkinson, Anderson, Loya, Rind & Rotno	010-5802		3,052.50
5000028908	02/08/2018	CITY OF OXNARD	010-5540		9,343.73
5000028909	02/08/2018	Diane DeLaurantis	010-5800		2,050.00
5000028910	02/08/2018	SOUTHERN CALIF. EDISON	010-5820		5,935.71
5000028911	02/04/2018	Frontier Communications	010-5800		58.06
5000028912	02/08/2018	Global Equity Communications	010-5800		2,307.50
5000028913	02/08/2018	Carlo Andre Godoy dba Godoy Studios	010-5800		6,675.00
5000028914	02/06/2018	HARRIS WATER CONDITIONING	010-5540		52.21
5000028915	02/08/2018	Jeanine Garza	010-5800		900.00
5000028916	02/08/2018	Blaine Kulin	010-5800		927.45
5000028917	02/05/2018	Leura Walter	010-5800		150.00
5000028918	02/08/2018	Learning Priority, Inc	010-5800		4,500.00
5000028919	02/08/2018	Magnafog Visible System	010-4300		34.00
5000028920	02/08/2018	Nes Question Satday	010-5800		1,500.00
5000028921	02/08/2018	Ox Blue	010-5800		599.00
5000028922	02/08/2018	RIO PLAZA WATER COMPANY #518	010-5540		4,780.56
5000028923	02/08/2018	Hekar Rivera	010-5800		1,400.00
5000028924	02/08/2018	Steve Sunnerborg	010-5800		4,085.00
5000028925	02/08/2018	VARGAS SIGNS	010-4300		515.00
5000028926	02/08/2018	Ventura County Office of Education	010-5200		60.00
5000028927	02/08/2018	Ventura Unified School Dist.	010-7141		16,899.00
			Total Number of Checks	404	<u>4,652,883.28</u>

	Count	Amount
Cancel	2	1,061.72
Not Issue		<u>4,652,883.57</u>

Fund Recap

Fund	Description	Check Count	Expensed Amount
010	General Fund	406	2,040,627.92
130	Cafeteria Fund	26	110,610.47
211	Building Fund	22	2,363,970.84
261	CAPITAL FACILITIES - RESIDENTI	4	11,942.50
480	Capital Projects Fund for Blon	2	26,484.28

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.

ReqPay12a

Board Report

Check Number	Check Date	Pay to the Order of	Fund-Object	Expensed Amount	Check Amount
		Total Number of Checks	452	4,554,015.69	
		Less Unpaid Tax Liability		1,432.12-	
		Net (Check Amount)		<u>4,552,583.57</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.

10.5



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.5 February 2018 Personnel Report
Access	Public
Type	Action (Consent)
Recommended Action	It is recommended the board take action and approve the personnel report for February 2018.
Goals	Goal 5-Recruit, hire, train, and retain exemplary employees who are caring, committed, collaborative, creative and critical thinkers.

Public Content

Speaker: Carolyn Bernal

Rationale: The February 2018 personnel report is presented for approval.

[PERS Report - February 21, 2018.pdf \(8 KB\)](#)

Administrative Content

Executive Content

Our adopted rules of Parliamentary Procedure, Robert's Rules, provide for a consent agenda listing several items for approval of the Board by a single motion. Most of the items listed under the consent agenda have gone through Board subcommittee review and recommendation. Documentation concerning these items has been provided to all Board members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

RIO SCHOOL DISTRICT

February 21, 2018

Certificated Personnel Report

Certificated 2018/2019 Leave of Absence/Job Share:

Drevenstedt, Kelly, SAI Teacher, Rio Rosales, (1.0) FTE, effective 7/1/2018-6/30/2019
Mckenzie, Miranda, Elementary Teacher, Rio Del Norte, (.80) FTE LOA, Job Share, effective 7/1/2018-6/30/2019
Peters, Kaitlin, Elementary Teacher, Rio Del Norte, (.20) FTE LOA, Job Share, effective 7/1/2018-6/30/2019
Taylor, Natalie, SAI Teacher, Rio Rosales, (1.0) FTE, effective 7/1/2018-6/30/2019

Certificated 2017/2018 Return From Leave of Absence:

Peters, Kaitlin, Elementary Teacher, Rio Del Norte, Return (1.0) FTE, effective 2/28/2018

Certificated 2018/2019 Return From Leave of Absence:

Mckenzie, Miranda, Elementary Teacher, Rio Del Norte, Return (1.0) FTE, effective 7/1/2018

Certificated Increase in FTE:

Purcell, Carrie, SAI Teacher, Rio Rosales, from (.50) FTE to (1.0) FTE, effective 2/14/2018

Classified Personnel Report

Classified Involuntary Transfer:

Martinez, Veronica, Food Service Worker I, (3) hrs, Rio Vista, & (2) hrs, Rio Vista, to Food Service Worker I, (3) hrs, Rio Lindo & (2) hours, Rio Lindo, effective 2/16/18

Classified Promotion:

Carreon, Henry, from Grounds Worker I, (8) hours, MOT to Bus Driver/Maintenance, (8) hours, MOT, effective 1/16/18
Martinez, Oscar, from Food Service Worker I, (3) hours Rio Plaza & (2) hours Rio Lindo, to Custodian, (8) hours, Rio Plaza, effective 2/8/18

Classified Ratification of Employment:

Gordin, Karin, Instructional Assistant/Special Education, (5.5) hours, Rio Del Valle, effective 2/9/18
Paz, Sammy, After School Program Specialist, (3) hours, Rio Vista, effective 2/6/18
Prado, Amy, After School Program Specialist, (3) hours, Rio Vista, effective 2/6/18

Classified Resignation:

Delgadillo, Castillo, Laneija, Food Service Worker I, (3.25) hrs, Rio Del Mar, effective 2/20/18

10.6



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.6 Williams Quarterly Complaint Report
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Recommended Action	Staff recommends approval of quarterly complaint report.

Public Content

Speaker: Oscar Hernandez

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.

1 - UCP Quartely Report (2) for February 2018.pdf (24 KB)

Administrative Content

Executive Content

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Quarterly Report on Williams Uniform Complaints
 [Education Code Section 35186]
 Fiscal Year 2017-18

District: Rio School District

Person completing this form: John Puglisi

Title: Superintendent

Quarterly Report Submission Date: October 2017 (7/1/17 to 9/30/17)
 (check one) January 2018 (10/1/17 to 12/31/17)
 April 2018 (1/1/18 to 3/31/18)
 July 2018 (4/1/18 to 6/30/18)

Date for information to be reported publicly at governing board meeting: February 21, 2018

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

10.7



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.7 Approval to Attend Out of State International Society for Technology in Education (ISTE) Conference, June 24-27, 2018 in Chicago
Access	Public
Type	Action (Consent)
Fiscal Impact	Yes
Dollar Amount	2,266.87
Budgeted	Yes
Budget Source	Title 1
Recommended Action	Staff recommends approval for Jake Waltrip, Principal of Rio del Norte, to attend the out of state ISTE Conference in Chicago.

Public Content

Speaker: Oscar Hernandez, Assistant Superintendent of Educational Services

Rationale:

The International Society of Technology in Education (ISTE) 2018 is the place where educator-tested strategies come together with proven resources for transforming learning and teaching. Its also the place to get connected to the brightest minds in edtech, then with them all year long. More than 16,000 educators count on the ISTE Conference and Expo for extraordinary professional development.

In addition to attending the conference, Mr. Jake Waltrip, will co-presenting on ways to maximize professional development with teachers. Presenting affords us the opportunity to showcase Rio's Leadership with technology integration and teacher excellence.

Administrative Content

Executive Content

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members and the public in advance to assure an extensive and thorough review. Items may be removed from the consent agenda at the request of any board member.

10.8



Agenda Item Details

Meeting	Feb 21, 2018 - RSD Regular Board Meeting
Category	10. Consent
Subject	10.8 Approval of Rio del Valle and Rio Vista Middle School Field Trip to Washington, D.C.
Access	Public
Type	Action (Consent)
Fiscal Impact	No
Budget Source	The expenses for this trip will be paid for entirely by the students and their parents.
Recommended Action	It is recommended that the Governing Board approves this field trip on March 26-30, 2018, to Washington D.C. and Gettysburg. The purpose of this activity is to "Enrich Students' Lives" by extending education into the worldwide classroom and provide an opportunity for learning through seeing, experiencing, and interacting.

Public Content

Speaker: Oscar Hernandez

Rationale:

Pursuant to Governing Board Policy, No. 6153 (Instruction -- Field Trips) regarding field trips outside of the regular school day and/or outside of Ventura County, we are requesting approval of Rio del Valle's and Rio Vista's field trip to Washington D.C. and Gettysburg, PA on March 26-30, 2018. In all, 33 students and 5 adult chaperones will be part of the trip. The five-day trip includes Washington D.C. and Gettysburg which provides all inclusive trip transportation to and from airports, round trip airfare, hotel, three meals per day, tour guides in both sites. Students will visit sites such as the White House, Smithsonian Museums, The Capitol, and many others. The program is based on national curriculum standards and promotes higher order thinking. Certified course leaders challenge students to assess and apply what they are learning through first-hand experience so they take away the most from the program. Committed to helping teachers teach and helping students learn, WorldStrides offers a variety of programs for students. Accreditation recognizes educational institutions for performance, integrity, and quality that entitle them to the confidence of the educational community and the public. WorldStrides was accredited the HYPERLINK

"<http://www2.boisestate.edu/nasc/>" Northwest Association of Accredited Schools using high standards similar to those used to accredit a school before it opens. The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip. Transportation will be provided by a commercial airline carrier and is organized by WorldStrides. Cost: \$2,500 per person x 33 = \$82,500.00

The purpose of this activity is to "Enrich Students' Lives" by extending education into the worldwide classroom and provide an opportunity for learning through seeing, experiencing, and interacting.

The expenses for this trip will be paid for entirely by the students and their parents. Many students have organized fundraising activities to raise part or all of the funds to pay for their trip.

Administrative Content**Executive Content**

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