

California Uniform Construction Cost Accounting Commission

Meeting Agenda

Friday, May 12, 2023

10:00AM – 2:00PM

[Click here to join the meeting](#)

Teleconference Number (Audio Only)

916-318-8201 (United States (Sacramento))

Phone Conference ID: 349 836 477#

Locations

California State Controller's Office

300 Capitol Mall

6th Floor, Terrace Room 635

Sacramento, CA 95814

Earth Construction & Mining

11542 Knott Street, Suite 10

Garden Grove, CA 92841

Lafayette City Offices

3675 Mt. Diablo Blvd.

Suite 210

Lafayette, CA 94549

LIUNA - Local 220

2201 H St

Bakersfield, CA 93301

Live Oak Infrastructure

3450 Broad Street

San Luis Obispo, CA 93401

State Building and Construction Trades Council of California

1231 I Street

Suite 302

Sacramento, CA 95814

Name	Position	Representing
John Nunan <i>Chair</i>	Consultant	<i>General Contractors</i>
Leeann Errotabere <i>Vice Chair</i>	Director of Purchasing	Clovis Unified School District <i>School Districts</i>
Nathaniel Holt <i>Secretary</i>	Chief Facilities Officer & Bond Program Manager	Compton Unified School District <i>School Districts</i>
Eddie Bernacchi	President	National Electrical Contractors Association – Politico Group <i>Subcontractors</i>
Will Clemens	General Manager	Oceano Community Services District <i>Special Districts</i>
Johannes Hoevertsz	Director of Transportation and Public Works	County of Sonoma <i>Counties</i>
Mike James	Assistant City Manager & Public Works Direct	City of El Cajon <i>Cities</i>
Chuck Poss	President	Earth Construction and Mining <i>Subcontractors</i>
Hertz Ramirez	Business Manager	Laborers’ International Union of North America <i>Labor</i>
Chad D. Rinde	Chief Financial Officer	County of Yolo <i>Counties</i>
Jeremy Smith	Deputy Legislative Director	State Building and Construction Trade Council <i>Labor</i>
Mary Teichert	Chief Operating Officer	Teichert Construction <i>Contractors State License Board</i>
Jennifer Wakeman	Assistant Administrative Services Director / Financial Services Manager	City of Lafayette <i>Cities</i>
Peter Worhunsky	President & CEO	Live Oak Infrastructure Group <i>General Contractors</i>

State Controller's Office Staff

Name	Position	Representing
Brett Haynes	Staff Counsel	State Controller's Office (SCO) <i>Legal Office</i>
Jia Liu	Supervisor	SCO <i>Local Government Policy Section</i>
Daniel Basso	Policy Analyst	SCO <i>Local Government Policy Section</i>
Luis Gonzalez	Policy Analyst	SCO <i>Local Government Policy Section</i>

Meeting Agenda

1. Call to Order

2. Introductions

3. Approval of the Minutes (Refer to attachment 3A)

A. Minutes for meeting held January 13, 2023

4. Commission Updates (Refer to attachments 4A, 4B, and 4C)

A. Participating agencies

I. New

B. Funding update

C. Inquiry update

5. Public Comments

6. Staff Comments/Requests

A. SCO Staff Update

B. Ethics Courses & Form 700

C. Appointment & Reappointment Updates

7. Reports of Officers

A. Chair

B. Vice Chair

C. Secretary

8. Committee Reports

A. CUCCAC Manual

I. Proposed changes – Legislative updates

II. Proposed changes – Non-Legislative updates

9. Commissioner Comments/Requests

10. Old Business

11. New Business (Refer to attachments 11A, 11B, 11C, and 11D)

A. Accounting Review – Conejo Valley Unified School District

B. Accounting Review – Turlock Unified School District

C. Accounting Review – Vacaville Unified School District

D. Proposed Changes to CUPCCAA

12. Next Meeting

13. Adjournment

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Participating Remotely

Name	Position	Representing
Chuck Poss	President	Earth Construction and Mining <i>Subcontractors</i>
Hertz Ramirez	Business Manager	Laborers' International Union of North America <i>Labor</i>
Jeremy Smith	Deputy Legislative Director	State Building and Construction Trade Council <i>Labor</i>
Jennifer Wakeman	Assistant Administrative Services Director / Financial Services Manager	City of Lafayette <i>Cities</i>
Peter Worhunsky	President & CEO	Live Oak Infrastructure Group <i>General Contractors</i>

If you would like further information regarding this meeting or require special accommodations for attending this meeting, please contact:

State Controller's Office
Local Government Policy Section
LocalGovPolicy@sco.ca.gov

California Uniform Construction Cost Accounting Commission Minutes of Friday, January 13, 2023

The following minutes were officially approved by the California Uniform Construction Cost Accounting Commission (Commission) at the subsequent public meeting on May 12th, 2023.

1. Call to order

Chair John Nunan called the meeting to order at 10:01 AM

Present: Will Clemens, Leeann Errotabere, Nathaniel Holt, John Nunan, Chad D. Rinde, and Jennifer Wakeman

Via Teleconference: Eddie Bernacchi, Johannes Hoevertsz, Mike James, Chuck Poss, Hertz Ramirez, and Jeremy Smith

Excused Absences: Mary Teichert and Peter Worhunsky

State Controller's Office: Brett Haynes, Jenny Liu, and Daniel Basso

2. Introductions

Daniel Basso from the State Controller's Office (SCO) conducted roll call.

3. Approval of the Minutes

A. Meeting held on September 9, 2022

There were no comments from the Commission or the public.

Commissioner Errotabere motioned to approve the meeting minutes of September 9, 2022 without any changes. Commissioner Holt seconded the motion. The motion passed on a roll call vote with ten yays, zero nays, and two abstentions.

4. Commission Updates

A. Participating Agencies

Daniel Basso, SCO staff, presented an update on participating agencies, noting that SCO had received 20 resolutions from agencies that opted into the California Uniform Public Construction Cost Accounting Act (Act) since the previous meeting. Of the 20 new participating agencies, there were 2 cities, 16 school districts and 2 special districts. The number of agencies participating in the Act, including newly opted-in agencies, currently totals 1,522.

There were no further questions or public comments.

B. Funding Update

Mr. Basso reported that the SCO received one grant since the last meeting. The California Construction Advancement Program donated a total of \$625.00 for the first and second quarter of 2022. There were two travel claims from a commissioner of \$1,378.49. A total of \$17,985.18 is available for unrestricted funds and travel reimbursement for the Commission to use.

There were no public comments.

C. Inquiry Update

Mr. Basso presented a report on inquiries received since the last meeting. He added that SCO received 9 inquiries following the September 9th meeting.

There were no comments or questions regarding the inquiry update.

5. Public Comments

Chair Nunan asked if there were any comments from the public.

There were no comments from the public at this time.

6. Staff Comments/Requests

A. SCO Staff Update

Mr. Basso mentioned that Form 700 forms are due by April 1st, 2023. All commissioners will have to fill out the Form 700 or be subject to a monetary fine.

Mr. Basso also stated that SCO will reach out to commissioners roughly 90 days before their terms are set to expire to see if the commissioners would like to be reappointed to the Commission.

7. Report of the Officers

A. Chair

Chair Nunan commented that he appreciated the commissioners who were able to attend the in-person meeting and he hopes that more commissioners are able to attend the next in-person meeting as they have funds to cover the commissioners travelling expenses.

B. Vice-Chair

Vice-Chair Errotabere mentioned that she gave a presentation about construction cost accounting policies and procedures to a conference, and found that of the agencies that had opted in to the Act, a vast majority did so for the increased threshold amounts.

C. Secretary

Nothing to report

8. Committee Reports

A. CUCCAC Manual

- I. Proposed changes – Legislative updates
Nothing to report.
- II. Proposed changes – Non-Legislative updates
Nothing to report.

9. Commissioner Comments/Requests

There were no additional comments from commissioners.

10. Old Business

A. Accounting Review – Tuolumne County

Kim MacFarlane, Public Works Director of the County of Tuolumne, thanked the Commission for the opportunity to present the County's perspective of the alleged violation. Kim MacFarlane then gave a brief overview of the Chicken Ranch Road Project. She claimed that the project was intended to be maintenance, and a collaboration with the Miwok Native American Tribe, who ordered the supplies used in the project.

Ms. MacFarlane argued that the project was properly classified as maintenance. She claimed that the Construction Industry Force Account Council's (CIFAC) evidence is not definitive in determining the actual amount of work done, as the sections of road used as evidence could be higher due to the amount of run-off created when paving a road. She admitted that there may be a few small sections of the road that go over the 1-inch classification in order to withstand the amount of heavy traffic in the area, but those small sections should not be indicative of the whole project. Tuolumne County will be spending over \$4 million in 2023 on road projects, all of which will be bid competitively.

Commissioner Will Clemens thanked Tuolumne County for their time. He then stated that he agreed with their assessment that the project should be maintenance, as the only way to definitively tell at this point would be to take a core sample of the road, which no party wanted to do.

Michelle Pickens, Executive Director of CIFAC then stated CIFAC's view that Public Contract Code section 22002(d)(3) is clear in defining maintenance as less than one inch. She argued that the Public Contract Code does not have any exceptions, or references to an average. Ms. Pickens asked interpretation of that definition to determine the case.

Chair Nunan thanked both Ms. MacFarlane and Ms. Pickens. Commissioner Hoevertsz then noted that CIFAC has been a great resource for training, and would recommend that if any agency has any questions, to reach out to CIFAC.

Chair Nunan then suggested that the Commission allow Tuolumne County to have a pass on this instance due to inconclusive evidence, with the caveat that the County of Tuolumne will be compliant in their upcoming road paving projects as previously mentioned.

Ms. Pickens then stated that CIFAC would prefer the Commission arrive at a definitive answer for this case. Commissioner Poss then asked why it was not possible to figure out the total quantity of material used, since that would give an estimate of the amount of the thickness of the road. Chair Nunan then referenced that the County of Tuolumne did not purchase the road materials, the Native American Tribe did so, and they are not subject to the same level of public record act transparency as a government agency, as well as the possibility of the tribe purchasing other materials that were not used in this specific project.

Commissioner Clemens stated that the Commission should only vote based on the information and evidence provided in the complaint, and noted that the evidence is not conclusive to make a determination the County of Tuolumne violated the Act. Commissioner Clemens then motioned that the Commission vote to find that the County of Tuolumne did not violate the Act. Commissioner Errotabere seconded the motion, and Commissioner Rinde mentioned that he would recommend that the County of Tuolumne receive additional training on the Act in order to prevent future issues. The motion passed with nine yays, two nays, and one abstention.

B. Accounting Review – Lancaster School District

Dean Fourr, Director of Facilities and Construction at Lancaster School District thanked the Commission, thanked the Commission for the opportunity to present Lancaster School District's perspective of the alleged violation. He stated that he authorized the contractors to complete the work on the two additional roofs without considering if their costs would be over the \$60,000 threshold.

Commissioner Clemens asked for clarification on how many buildings in total were part of this project, with Mr. Fourr responding that they are four separate modular buildings. Commissioner Clemens then had a brief discussion of when projects should be considered separate projects. He noted that in a previous case, the Commission had ruled that different locations and different buildings have been considered separate projects, since the work being done on them was independent from the other locations and buildings. Ms. Pickens then added that in the previous case that Commissioner Clemens referred to, the projects were done at separate times. In this case, all four roofs were done in the same time frame.

Commissioner Holt then asked Mr. Fourr if the roof repairs would be considered a life safety issue. Mr. Fourr agreed with that classification, and noted the fixes also served as a preventative measure for additional damage to the buildings' roofs. Commissioner Holt then noted that Lancaster School District failed to get

an emergency resolution for the repairs, which would then not have been an issue of compliance with the Act.

Commissioner Clemens motioned to find that Lancaster School District violated Public Contract Code section 22034. Commissioner Rinde seconded the motion. The motion passed with eleven yays, and one abstention.

C. Increasing the Current Bid Threshold Amounts Discussion

Out of respect for the City of Claremont's time Chair Nunan proposed moving the discussion regarding bid threshold increases to follow Item 11A – City of Claremont. There were no objections to this proposal. The following discussion took place following the discussion of Item 11A:

Commissioner Rinde opened discussion by mentioning that he was part of the working group established in the previous meeting. The Commission last raised the informal and bidding thresholds in 2019. Since then, construction costs have risen by 30%, and there has been a 25% increase in agencies opted into the Act since then. The working group did not come up with a consensus on what the proper amount should be if the Commission would raise the thresholds.

Commissioner Bernacchi, also a part of the working group, brought up possible additions to the penalties for agencies that have violated the Act. These provisions would help the industry and labor palate the possible increases to the thresholds. Commissioner Bernacchi mentioned that the working group came up with rough increases to either \$65,000, \$70,000 or \$75,000 as the informal bid threshold, and \$225,000 as the formal bid threshold. Commissioner Errotabere stated that as a public agency, an increase to \$65,000 would not be enough of an increase to be impactful, especially for the years following the raised threshold.

Commissioner Bernacchi mentioned that any proposals should be considered as package deals in order to satisfy all parties involved. Commissioner Smith, after conferring with labor representatives, stated that an increase to \$70,000 would be acceptable pending any other language added to the Act. Anything above that amount may be met with significant pushback, unless there were non-monetary items added to the Act in their favor. Those non-monetary additions have not yet been determined. Chair Clemens then asked Michelle Pickens of CIFAC if she believes that the industry would be accepting of a raise to the thresholds. She agreed with the idea of raising the thresholds as long as there are additional non-monetary items added, but referenced that she does not speak for the entire industry.

Commissioner Bernacchi proposed circulating the working group's rough draft of language to the rest of the Commission for review and thoughts. He also added that the Commission needs to be united in this issue, as any changes to the

Public Contract Code would be public, and invite discussion among all sectors. If the Commission would like to have the increase enacted on January 1, 2024, the deadlines to introduce bills is coming up soon, which would require the Commissioners to come to their decision soon.

Commissioner Clemens mentioned that the Commission previously operated under the assumption of a 3% annual inflation rate, which would put the informal bid threshold at roughly \$70,000.

Chair Nunan then thanked the working group for their work, and looks forward to further discussion.

11. **New Business**

A. Accounting Review – City of Claremont

Michelle Pickens from CIFAC presented the evidence against the City of Claremont regarding the Police Department Security Gates Project. CIFAC argued that the City of Claremont was in violation of Public Contract Code section 22034.

Robert Owens, from the City of Claremont's Attorney's Office, acknowledged that the City of Claremont did not follow the Act by not utilizing the informal bidding procedures. He stated that the project may have been a public safety issue, but the City of Claremont failed to go through the proper channels to claim it as an emergency.

Commissioner Clemens and Chair Nunan provided additional insight as to how the City of Claremont can avoid a similar error from happening in the future.

Chair Nunan motioned to find the City of Claremont violated Public Contract Code section 22034. Commissioner Wakeman seconded the motion. The motion passed with eleven yays and one abstention.

B. 2022 Report to California State Legislature

Daniel Basso introduced the draft of the 2022 Report to California State Legislature, which will be sent following the Commission's approval. There were no comments, and the draft was approved to send.

C. CUPCCAA and Change Orders Discussion

Commissioner Errotabere introduced the topic by mentioning that she frequently receives questions regarding change orders and CUPCCAA. She noted that her district allocates for a 10%-15% contingency for change orders in their public projects. She noted that change orders are often different for each project, and that there is no set answer for change orders in general.

Commissioner Holt added that the purchasing agents should have the knowledge to account for any potential challenges that may arise in a public project. He stressed that if a project is close to going over a threshold, additional reviews must be done to ensure compliance. Commissioner Errotabere mentioned that she is typically conservative with her project estimations, and will over-budget to account for any change orders. Commissioner Rinde agreed with the diligence required for project cost estimations. Legal counsel may be required when an agency undergoes a project that is new to the agency. Chair Nunan added that he would recommend that if a project is close to coming near a threshold, he would recommend the process as if the project will go above that threshold. Commissioner Bernacchi noted that agencies should not be reliant on change orders for their projects in order to circumvent thresholds.

Commissioner Rinde added that change orders may be a non-monetary item that can be added into the language of the increased bid thresholds proposal that will be distributed to the rest of the Commission.

No additional comments at this time.

12. Next Meeting

During the meeting, the Commission settled on May 19th, 2023 for the next meeting. Following the meeting, Chair Nunan asked the Commission to have the meeting on May 12th due to a scheduling conflict.

The Commission agreed to schedule the next meeting for:

Friday, May 12, 2023
10:00 AM – 12:00 PM

California State Controller's Office
300 Capitol Mall
6th Floor, Terrace Room
Sacramento, CA 95814

13. Adjournment

Chair Nunan moved to adjourn the meeting at 11:55 AM; all in favor with zero opposing to adjourn.

If you would like more information regarding this meeting, please contact:

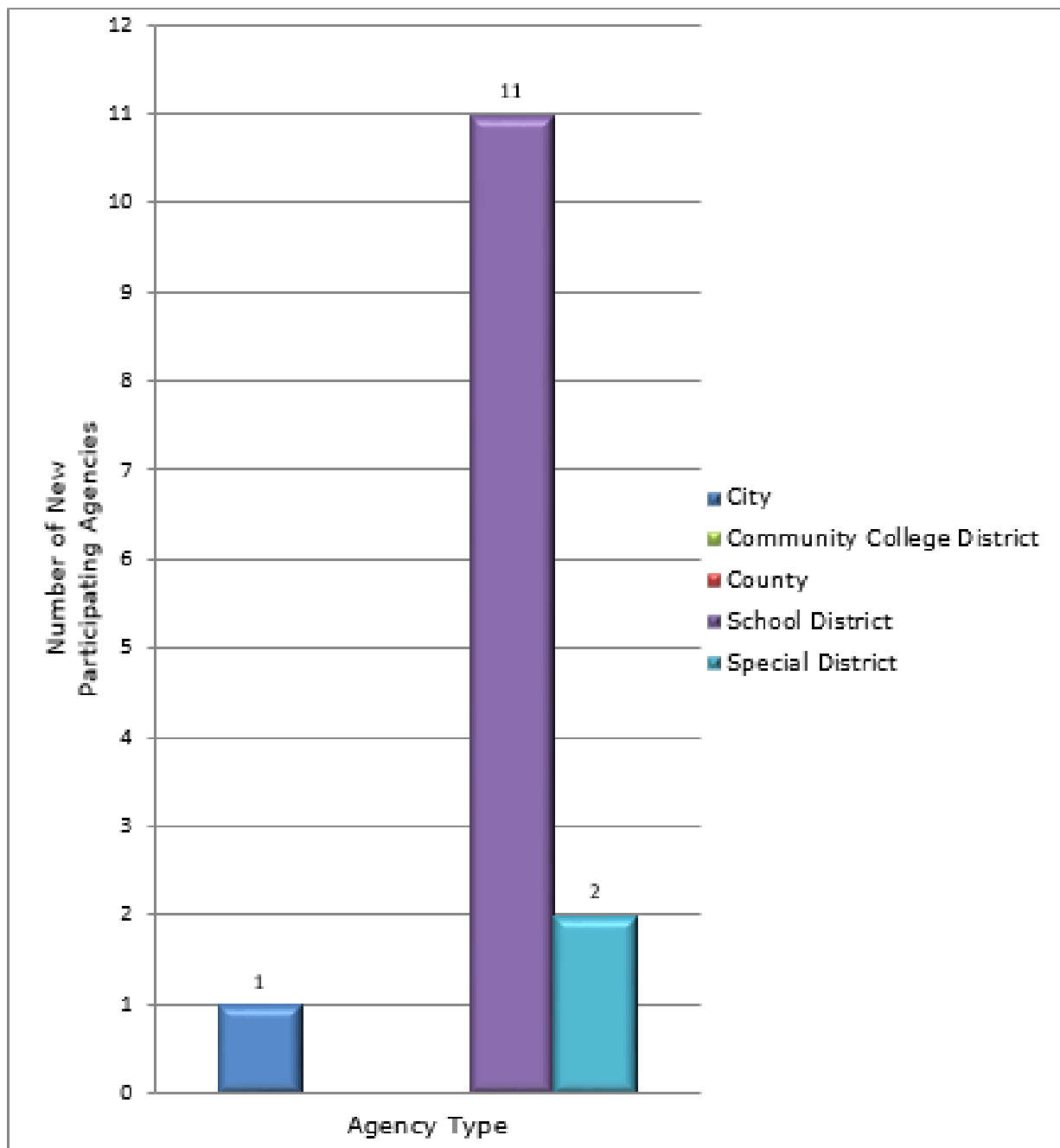
State Controller's Office
Local Government Programs and Services Divisions
Local Government Policy Section
LocalGovPolicy@sco.ca.gov

Participating Agencies Update
For the period December 21, 2022 – April 28, 2023

Report on new participating agencies

The State Controller's Office has received 14 resolutions from agencies that have opted into the California Uniform Public Construction Cost Accounting Act (CUPCCAA), bringing the number of agencies participating in the Act to 1536

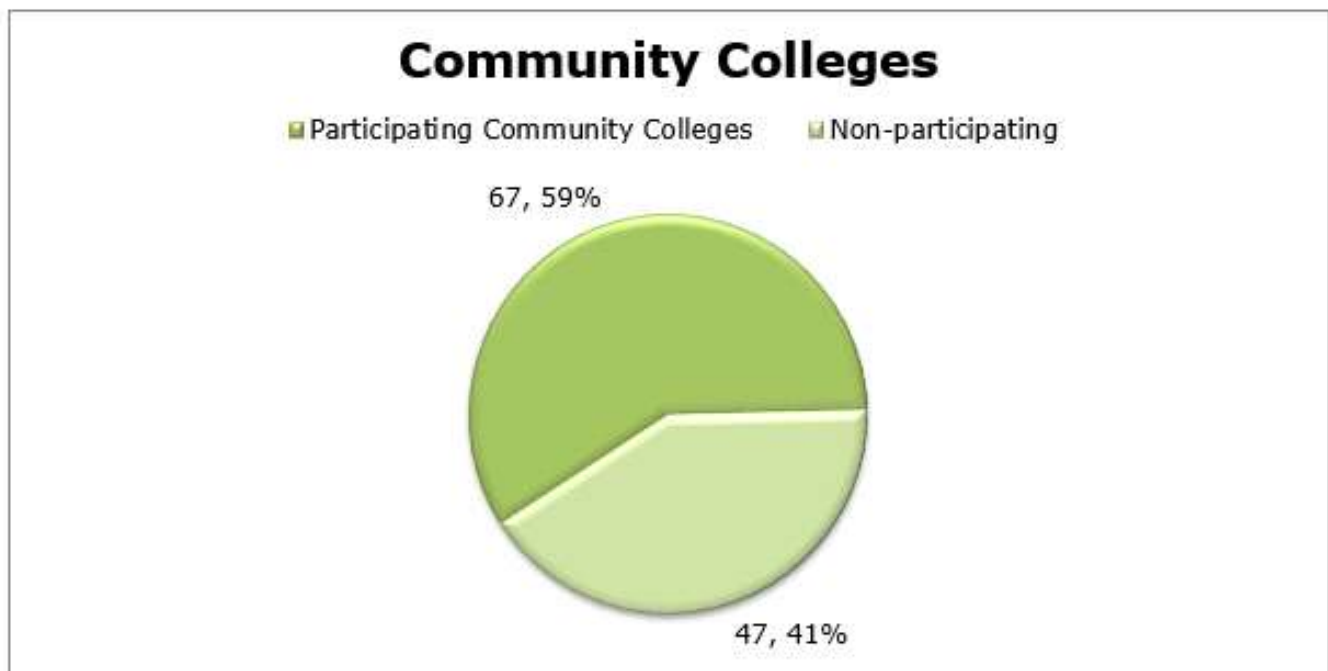
New Participating Agencies



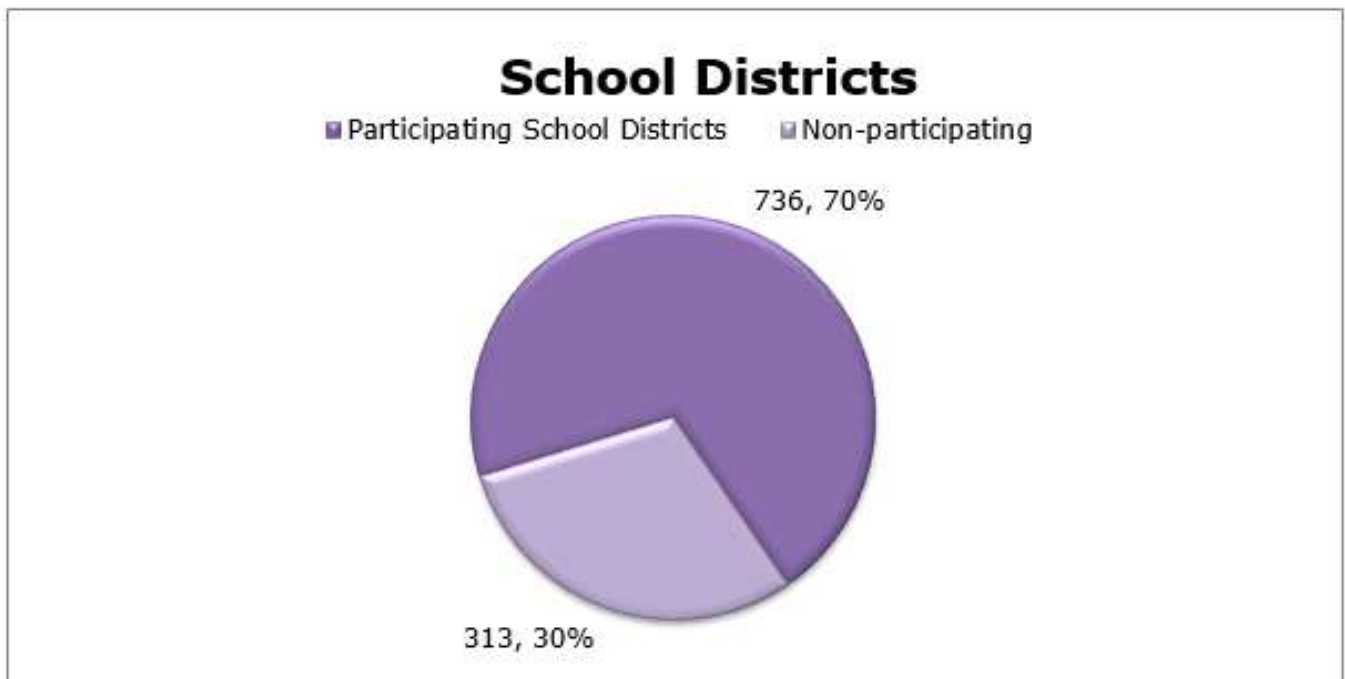
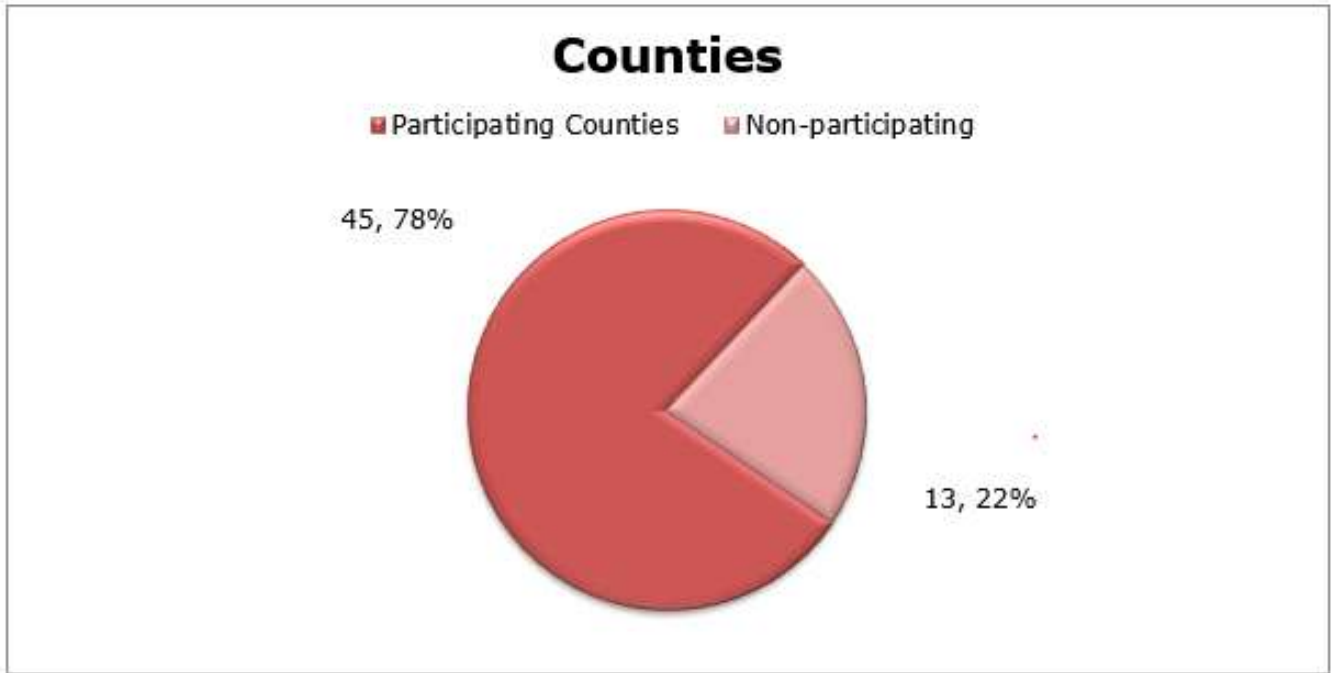
Participating Agencies Update
For the period December 21, 2022 – April 28, 2023

	Agency	Date Opted In	Agency Type
1	Pacific Union Elementary School District	10/11/2022	School District
2	Sweetwater Union High School District	11/14/2022	School District
3	Reeds Creek Elementary School District	12/15/2022	School District
4	City of Madera	12/21/2022	City
5	McCabe Union Elementary School District	1/10/2023	School District
6	Clear Creek Elementary School District	1/10/2023	School District
7	Hope Elementary School District	1/11/2023	School District
8	Southern Humboldt Joint Unified School District	2/09/2023	School District
9	Rodeo Sanitary District	2/14/2023	Special District
10	North County Joint Union School District	2/16/2023	School District
11	Cuddeback Union Elementary School District	3/08/2023	School District
12	Siskiyou County Office of Education	3/15/2023	School District
13	Georgetown Divide Public Utility District	4/11/2023	Special District
14	Mount Pleasant Elementary School District	4/19/2023	School District

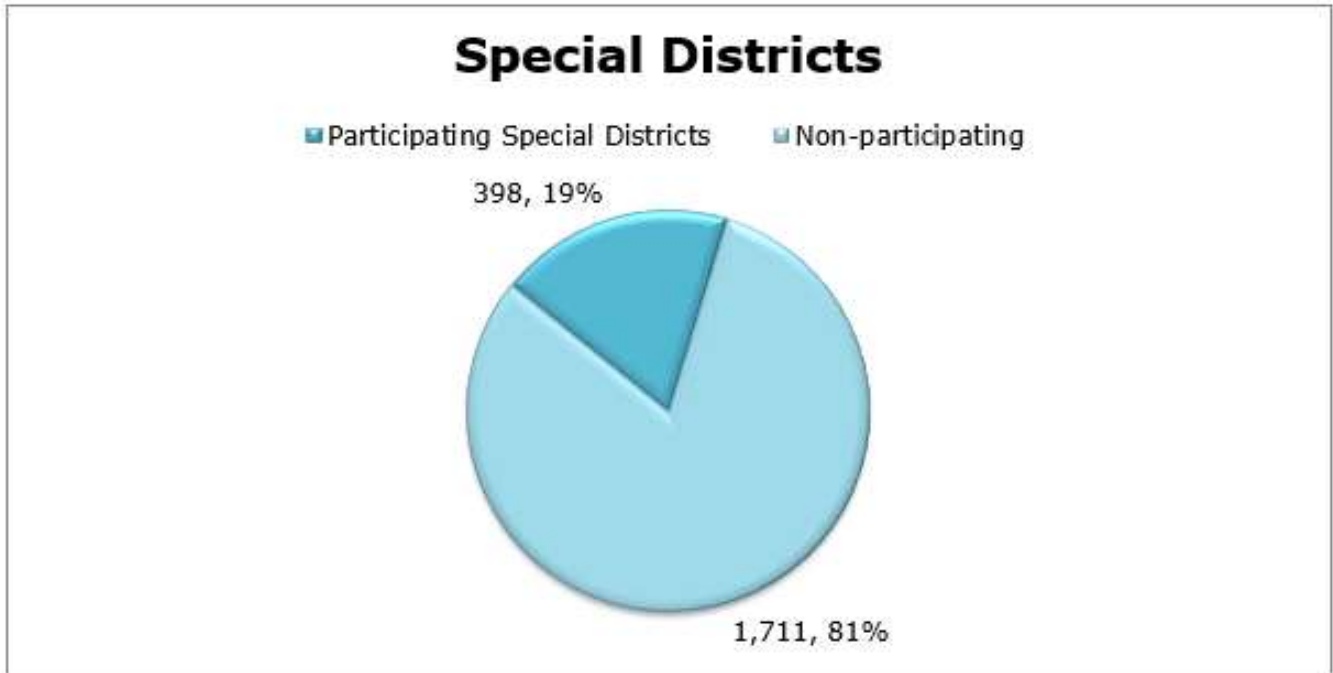
Participating Agencies Update
For the period December 21, 2022 – April 28, 2023



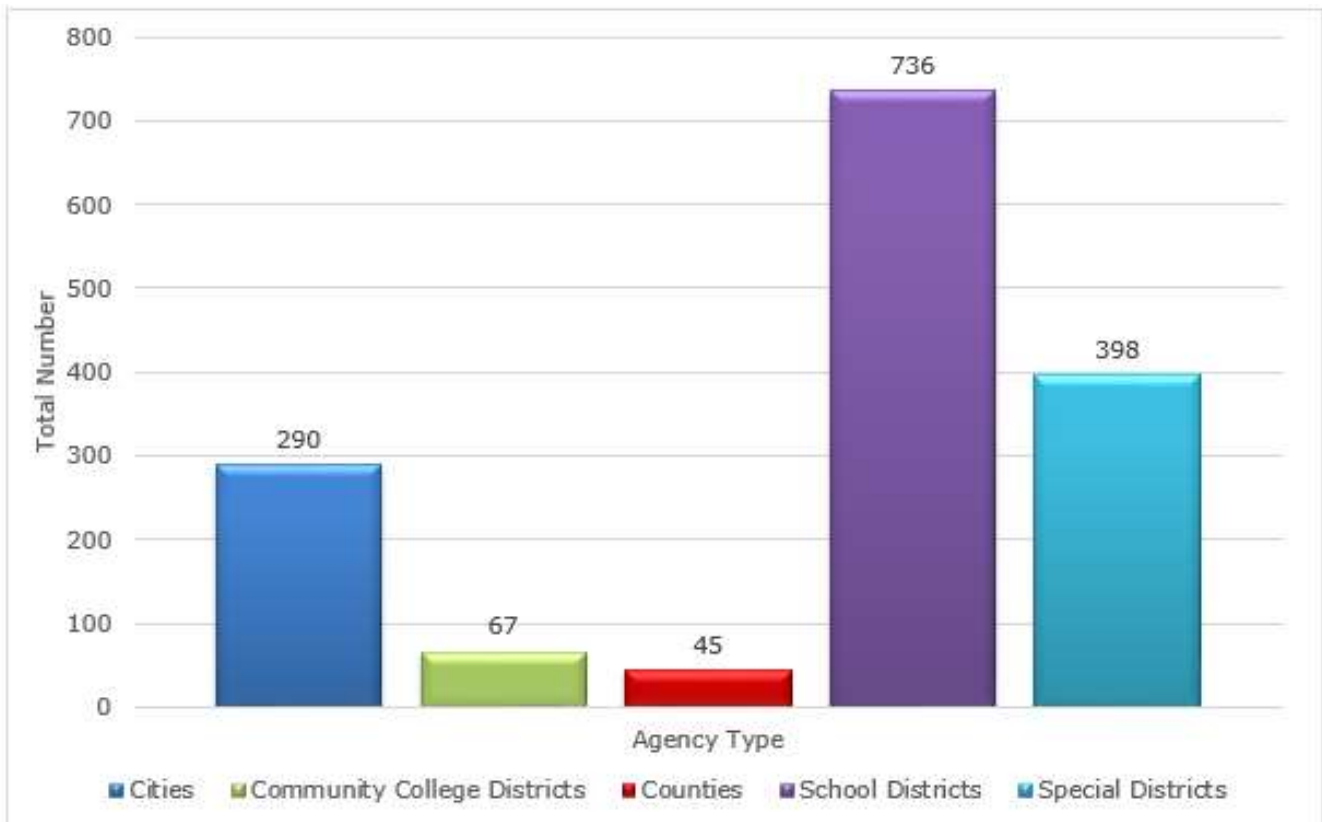
Participating Agencies Update
For the period December 21, 2022 – April 28, 2023



Participating Agencies Update
For the period December 21, 2022 – April 28, 2023



Total Participating Agencies (1,536)



Commission Funding Update for the Period December 21, 2022 – April 28, 2023

Beginning balance 12/26/22	\$	17,985.18
Grant- CCAP 1/1/23*	\$	625.00
	\$	18,610.18

Travel claims since December 20, 2022

Commissioner 1 – Presentation in Monterey	\$	401.77
Commissioner 1 – Meeting in Sacramento	\$	271.24
Commissioner 2 – Meeting in Sacramento	\$	598.09
Commissioner 3 – Meeting in Sacramento	\$	38.00
Total travel claims	\$	<u>1,309.10</u>
Total funds	\$	<u>17,301.08</u>

* California Construction Advancement Program 4th quarter grant

CUCCAC Inquiries

December 21, 2022 – April 28, 2023

Organization	Subject	Status
County	Bid Limit Increase	Closed
City	Informal Bid Notifications	Closed
City	Technology FRP and CUPCCAA	Closed
City	Determination of Public Project or Maintenance	Closed
School District	CUPCCAA Number	Closed
Special District	Bid Splitting Clarification	Closed
School District	Participating Agency Status	Closed
Special District	CUPCCAA Requirements	Closed
Community College District	CUPCCAA and Public Private Partnerships	Closed
County	CUPCCAA Contract Templates	Closed
Special District	Co-Op Purchasing Agreements	Closed
School District	CUPCCAA Adoption Notification	Closed
Special District	CUPCCAA Contractors List	Closed

Bid Limit Increase

Q: Could you please confirm for me whether there has been a bid limit increase recently?

A: Thank you for your inquiry. Can you please confirm which bid limits you are specifically referring to? If you are referring to the bid limits set by the Uniform Construction Cost Accounting Act, those limits have not been raised since 2019, and more information can be found in the [Cost Accounting Policies and Procedures Manual](#).

Informal Bid Notifications

Q: Are informal bidding projects required to be posted in local newspapers?

A: Public Contract Code section 22037 only references notices inviting formal bids to be published in a newspaper of general circulation. There is no requirement for bids below the formal bid threshold to be posted anywhere besides the requirements of Public Contract Code section 22034.

Technology FRP and CUPCCAA

Q: [The City] opted into the uniform cost accounting act and we wanted to confirm how the following ties to the uniform cost accounting act.

We are looking to send out a request for proposal to evaluate and give cost proposals to replace and reconfigure our cable channel equipment and cameras to film council meeting and study sessions to be broadcast on the local cable channel.

My understanding is the request for proposals allow you to not have to select the lowest bidder because we don't have specifics at this time what the scope of the project will be until we get input from the companies that will be issuing a proposal.

For this RFP we believe it may fall under 200,000 so we are looking at the informal bidding process with advertising on the trade journals.

I wanted to confirm that an RFP for this type of technology equipment and installation falls under a public project and needs to follow the guidelines for an informal bidding process.

A: [Public Contract Code section 22002 \(c\) \(1\)](#) defines a public project as "Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility."

Based on the information given, and the definition of PCC 22002(c)(1) including alterations, renovations, and improvements, this project may meet the definition of a "public project", and therefore fall under the guidelines of the Uniform Public Construction Cost Accounting Act . You may want to consult your legal counsel to verify that the project can meet this definition.

Additional resources can be found on the [SCO's CUCCAC webpage](#), including the [Cost Accounting Policies and Procedures Manual](#).

Determination of Public Project or Maintenance

Q: I am looking for some guidance on what is considered Maintenance vs Public Work as it relates to UPCCAA. I am familiar with the generic explanation just need further guidance.

Is grinding of pathways considered maintenance or a PW project?

A: [Public Contract Code \(PCC\) section 22002](#) gives the definitions of a “public project” and “maintenance work” per the Uniform Construction Cost Accounting Act. Per PCC 22002 (c)(1), a public project includes “Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.”

Additionally, per PCC 22002 (d) maintenance work is defined as all of the following:

- (1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
- (2) Minor repainting.
- (3) Resurfacing of streets and highways at less than one inch.

As long as the work falls into the definition of PCC 22002(c), then it is considered a public project and not maintenance, and thus the provisions of the Uniform Construction Cost Accounting Act would apply.

CUPCCAA Number

Q: I just wanted to know how can I apply for a CUPCCAA number. I'm calling on behalf of a school district. Does the district or the contractor apply for the number?

A: Responded via phone call with information about how SCO/CUCCAC only provides guidance for CUPCCAA, and how agencies wish to create their contractors lists is up to them as long as they follow the provisions of CUPCCAA. Also provided additional references to the SCO website and CUCCAC publications.

Bid Splitting Clarification

Q: I listened in on today's CUPCCAA Commission Meeting and the discussion on bid splitting brought on the following question:

Our District has over 40 structures and often times we will use one contractor to perform work at multiple locations. For example, perhaps one year we know we would like to replace the flooring at 5 different structures and have \$100,000 budgeted to account for the replacement of the flooring at all five locations. Since we believe the total contract to complete the work at all locations is over \$60,000, we follow CUPCCAA's informal bidding process.

Today's discussion made it appear as though it is okay split a project up that is taking place by the same contractor so long as the work to be completed is located at separate buildings. We have been under the impression that if we were to consider each individual location a separate project, then we would be guilty of bid splitting as all locations are under one contract with the contractor. If we were to split up the large project into a separate project for each location, then the cost for each location would either be low enough to be performed by force account or exempt us from having to perform any type of competitive bidding process. One contractor could be awarded a very large contract without having to competitively bid simply because the required work is located at different buildings.

Perhaps I misunderstood some of today's conversation. Would you mind clarifying what is considered bid splitting per CUPCCAA?

A: [Chair Nunan answered their inquiry via phone call and provided a brief summary]

They are strong proponents of competitive bidding but do have occasional emergency situations that require immediate response. We went over the parameters for that.

Participating Agency Status

Q: I wanted to make sure our school district is a CUPCCA district. Is there a list I may be able to find online? I'm hoping you can help me find out. Thank you!

A: Yes, the [School District] is on SCO's list of agencies participating agencies. The list of participating agencies can be found on the SCO website, and is updated at the beginning of each month. Additionally, I have attached the resolution that SCO received from the [School District] from 2018. More resources regarding CUPCCAA can be found on the California Uniform Construction Cost Accounting Commission webpage.

CUPCCAA Requirements

Q1: We are wondering what specific CUPCCAA requirements are required by our procurement department. We switched to a software called "OpenGov" that tracks our contracts and allows all vendors to see upcoming bid openings.

Our website currently lists 10 other sites but I am not sure if we need to keep these websites up to comply with CUPCCAA if we have OpenGov?

A1: [Public Contract Code \(PCC\) section 22034](#) gives an overview of the procedures for alerting contractors of projects to be bid under CUPCCAA. PCC 22034(a) states the following:

- (a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.
 - (1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.
 - (2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

Additional language and guidance regarding bidding procedures can be found in the [Cost Accounting Policies and Procedures Manual](#). Chapter 1 (specifically sections 1.04-1.10) of the Manual covers the bidding procedures and the associated Public Contract Code sections that composes CUPCCAA. Anything extending beyond the Public Contract Code, Cost Accounting Policies and Procedures Manual, and other materials posted on the [CUCCAC webpage](#) would be outside of the SCO's scope.

Q2: More specific of a question, we are just wanting to know if using a free software called OpenGov Procurement (which allows interested vendors to create free vendor accounts online and see all upcoming bids and projects of our agency) is ok as a replacement from our old "Vendor Application form" where we used to manually enter interested vendors applications into an older system.

Perhaps a phone call might help explain us more. I am new to the department, but I am happy to set up an appointment with one of my coworkers who is editing our website where the old application lives.

A2: Chair Nunan responded to the inquirer's questions via phone call.

CUPCCAA and Public Private Partnerships

Q: Good afternoon- We are a community college and have the following questions about a public private partnership (P3) delivery model. We have applied for grant funding related to SB169 Postsecondary education trailer bill. We currently utilize CUPCCAA.

For a housing/Public Works project, does CUPCCAA allow for use of a Public Private Partnership also known as P3 project delivery model? Can we use "Best Value" procurement method for this model? Any guidance you can provide would be appreciated.

A: CUPCCAA only deals with those parts of the Public Contract Code that involve force account work of less than \$60,000 and informally bid projects of \$200,000 or less. Most P3 projects are much more substantial, often more than \$100,000,000 in value. They usually involve private financing by a developer and can become quite complicated to structure. Thus, CUPCCAA is silent about the use of such a delivery method.

In the early days of P3, agencies sought legislative or regulatory permission to use it because of its possible conflicts with the Public Contract Code. Its use is more common now so it may be easier to get approval. I would suggest that you consult your legal department to advise you as to how to proceed with this.

CUPCCAA Contract Templates

Q: Our County works with a number of school districts and we are interested in finding out if there are standard contract templates for CUPCCAA enrolled jurisdictions? We are interested in a) under \$60,000, b) between \$60,000 and \$20,000 and c) formal agreements above \$200,000. Do such templates exist, and can you send them to me?

A: Unfortunately, the State Controller's Office does not have any sample templates for CUPCCAA contracts. The guidance issued by the California Uniform Construction Cost Accounting Commission (CUCCAC) does not include sample contracts, only sample resolutions for agencies to opt into CUPCCAA.

The Construction Industry Force Account Council (CIFAC) may be able to assist you. CIFAC is a non-profit coalition of construction industry associations who promote state and local agency compliance with the Public Contract Code. CIFAC often works with agencies who have recently adopted CUPCCAA, and they may be willing to provide some additional resources towards assisting with your inquiry. Please note that the State Controller's Office and CUCCAC are not affiliated with CIFAC.

Co-Op Purchasing Agreements

Q1: Good morning - our local water District conforms to the California Uniform Construction Cost Accounting Act and I was hoping someone could help clarify if the CUPCCAA would prevent in any way using a piggyback contract such as Sourcewell or GSA. Thank you.

A1: I have a couple questions before I respond to your inquiry about using CUPCCAA. First, what types of goods or services would the District be purchasing using this "piggyback" method ?

Second, would you describe how the contract/purchasing process would work?

Q2: We would be looking to use Sourcewell to purchase Ford Lighting trucks. I guess the process would work by simply contacting the vendor who won the Sourcewell contract for the Lightnings and letting them know we'd like to use that contract to purchase the vehicles, and issue a Purchase Order to them directly (after getting approval from our Board of Directors as it would be over our GMs signing authority).

That would circumvent the need to issue any sort of RFP or get quotes for the trucks. The reason we are thinking of going this direction is that the Sourcewell contract has already placed an order for a certain number of Lightnings – but according to my contacts at local dealerships, those trucks are on backorder for a year or more. By going through Sourcewell we believe we could procure them faster (prior to end of our fiscal year in June 2024).

There has been some disagreement internally whether we could actually use a co-op contract like Sourcewell to buy these trucks without going out to bid or not.

A2: Since CUPCCAA specifically speaks to procedures under the Public Contract Code relating to contracting and force account requirements, it is silent on purchasing of items such as you have described. Thus, compliance with the Act is not an issue in this case.

CUPCCAA Adoption Notification

Q: Our school board recently adopted a resolution to become a CUPCCAA district and I am looking for the appropriate office to send the resolution as notification. Please advise me on the next steps.

A: A digital copy of the signed board resolution can be emailed to this email address (LocalGovPolicy@sco.ca.gov). Once received, we will send you a welcome letter to confirm the State Controller's Office's receipt, as well as links to additional resources related to CUPCCAA.

CUPCCAA Contractors List

Q: I am general counsel for a fire district. I am drafting a public works ordinance. I have seen your model ordinance. I want to know where I find the [County] Trade Journals

A: The list of respective county trade journals can be found in sections 1.05 and 1.07 of the [Cost Accounting Policies and Procedures Manual](#). [The County's] trade journals can be found listed on page 10 of the manual, which then references the table in section 1.07 that begins on page 12.

More information related to the Uniform Public Construction Cost Accounting Act can be found on the [SCO website](#).



CIFAC
Construction Industry Force Account Council

Item 11A

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



KwikCompli
Mobile App



April 10, 2023

John Nunan, Chair
California Uniform Construction Cost
Accounting Commission
Office of the State Controller
Local Government Programs and
Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250

Sent Via Certified Mail: April 10, 2023

Re: Request for Commission review of the practices used by the Conejo Valley Unified School District on the Thousand Oaks High School Marquee Replacement Project, pursuant to Public Contract Code Section 22042.5

Dear Chair Nunan,

This letter shall serve as a formal request for a Commission review concerning the Conejo Valley Unified School District. We believe that they have violated the California Public Contract Code, Section 22034 by failing to bid the work associated with the Thousand Oaks High School Marquee Replacement Project. This work was split into multiple pieces and all contracts were negotiated under the bid threshold. The aggregate value of the project exceeds the bid threshold established by the Commission. We request that the Commission review the District's practices pursuant to Section 22042.5 of the Public Contract Code listed below:

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.

Background:

The Conejo Valley Unified School District (CVUSD) acted as its own Construction Manager, rather than informally bidding the project and negotiated nine multiple prime contracts with contractors to construct the Thousand Oaks High School Marquee Replacement Project. All contracts referenced the same project number (MP21/22-30-TOH).

Additionally, they engaged a structural engineer, purchased material from several suppliers and used their own employees for a portion of the landscaping. The district negotiated separate contracts using the California Uniform Construction Cost Accounting



Act's under \$60,000 threshold process, even though they knew that the entire project was estimated to cost at least \$150,000, per the District's Master Project Schedule.

Project Details

Project Name- Thousand Oaks High School Marquee Replacement Project,

Project Bid Date- N/A

Project Bid Rejection Date- N/A

Project Low Bid Dollar Amount- N/A

Project Agency Cost- \$181,000

Work Performance: Force account, and multiple contractors

District Contact: Dr. Victor Hayek

Deputy Superintendent, Business Services

Conejo Valley Unified School District

1400 E. Janss Road

Thousand Oaks, CA 91362

VHayek@conejousd.org

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

We have mailed a copy of our complaint to the CVUSD and have attached a copy of that letter for your records. The point of contact receiving this notice for the District is Dr. Viktor Hayek.

Please feel free to contact Michelle Pickens if you should have any questions regarding this complaint. We request that you notify us in writing of the findings of the Commission.

Sincerely,



Michelle Pickens, Executive Director

2420 Martin Road, Suite 250

Fairfield CA, 94534

mpickens@cifac.org

Enclosures: **TIMELINE OF EVENTS:** Exhibit documents are identified as follows:

Exhibit "A" CVUSD's cost summary, master project schedule, project rendering and Orion Structural's, 6-6-2022 proposal/fee for drawing, and a



local Acorn News article on the project.

Orion Drawing Fee... \$ 3,500

Exhibit "B"

May 16, 2022

Project Material:

L. Ph Bolander & Sons: Invoice # 211586 for three flagpoles.

\$ 4,237

May 18 & 26, 2022

Outdoor Creations: 2 quotes #Q5088 -\$3,604 and #Q5095-\$22,613

\$ 26,217

July 7, 2022

CDW-G: Quote-purchase # MVXP454 for electronic Marquee.

\$ 40,058

Dec. 13, 2022

Smith Pipe & Supply: Assorted parts for landscape irrigation.

\$ 1,906

Jan / Feb 2023

Elegant Gardens Nursery: Receipts for multiple plant purchases.

\$ 792

Feb. 10, 21, 2023

Home Depot: Purchase of Yukon small rock wall.

\$ 285

CONTRACTORS:

Exhibit "C"

May 18, 2022

Kendall Sign Inc. Quote, contract, and payment for \$7,200

Exhibit "D"

June 2, 2022

Central Coast Demolition-4, Inc. Quote, contract, and payment for \$11,500

Exhibit "E"

July 5, 2022

Ironman, Inc. Quote, contract, and payment for \$23,580

Exhibit "F"

July 15, 2022

C. Carson Const: Estimate/Invoice #22-2428, contract and payment for \$24,850

August 24, 2022

C. Carson Const: Estimate/invoice # 22-2438, contract, and payment for \$3,200

Exhibit "G"

August 18, 2022

SoCal Crane: \$742 Estimate... and payment of \$795

Exhibit "H"

August 24, 2022

FS Contractors, Inc: Proposal, contract, and payment for \$23,600



Exhibit "I" December 12, 2022	Scott & Sons Electric: Proposal, contract, and payment for \$1,850
Exhibit "J" December 22, 2022	Top Steel Erectors, Inc: Proposal, contract, and payment for \$3,000
Exhibit "K" December 27, 2022	Ray-Mac Painting, Inc: Proposal, contract, and payment for \$3,341
Exhibit "L" January 19, 2023	<u>CIFAC - CVUSD CPRA Communications</u> CIFAC sends California Public Records request and CVUSD, response.
March 15, 2023	CIFAC sends additional CPRA Re: District employee labor and materials purchased. (District responds on 3-20-2023 and provides documents)
Exhibit "M" Jan. & Feb. 2023	CVUSD, "Work Order/Cost Summary" for employees who worked on the project. District's employee labor cost \$ 1,135
Exhibit "N"	Date/time-stamped photos of the project.
Exhibit "O"	Copy of letter sent to the Conejo Valley USD on 4/10/2023



**Thousand Oaks High School
Electronic Marquee - Multi Prime**

Budget	Project #	Fund Source
\$ 275,000.00	MP21/22-30-TOH	MI

Contractor	Type	Trade	Final Cost	Requisition
CDW-G	Supplier	Elect Marquee	\$ 40,057.88	T23-00007
C. Carson	Contractor	Concrete	\$ 24,850.00	R23-01990
So Cal Crane	Contractor	Crane	\$ 795.00	R23-01928
Central Coast	Contractor	Demo Existing	\$ 11,500.00	R23-00108
Scott and Sons Electric	Contractor	Electrical	\$ 1,850.00	R23-05527
Orion Structural	Engineer	Structural Eng	\$ 3,500.00	R23-08862
L. Ph. Bolander & Sons	Supplier	Flag Poles	\$ 4,236.95	R23-00037
C. Carson	Contractor	Flag Pole Footings	\$ 3,200.00	R23-00686
Top Steel Erectors, Inc	Contractor	Marquee Install	\$ 3,000.00	R23-05057
FS Contractors, Inc	Contractor	Landscaping	\$ 23,600.00	R23-05347
Outdoor Creations	Supplier	Seatwalls/Bollards	\$ 26,217.26	R23-00035
Ray-Mac Painting, Inc	Contractor	Painting	\$ 3,340.75	R23-05185
Kendall Sign, Inc	Contractor	Signage	\$ 7,200.00	R23-00036
Ironman, Inc	Contractor	Steel Frame	\$ 23,580.00	R23-00614
Total		\$ -	\$ 176,927.84	

NOTES:

Contracts issued under the guidelines of CUPCCAA

CONEJO VALLEY UNIFIED SCHOOL DISTRICT

MEASURE I: MASTER PROJECT SCHEDULE - UPDATE MAY 2022

SITE NAME	PROJECT	ESTIMATED TOTAL PROJECT COST	EXPENSES PRIOR YEARS	ESTIMATED MI FY 22/23 EXPENSES	ESTIMATED MI FY 23/24 EXPENSES	PR PRC
MEASURE I PROJECTS - PLANNING & FACILITIES						
ACACIA MAGNET ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
ACACIA MAGNET ES	PLAYGROUND EQUIPMENT - PRIMARY	\$200,000		\$200,000		
ACACIA MAGNET ES	OUTDOOR LEARNING AREAS	\$389,330		\$100,000	\$289,330	
ASPEN ES	SAFETY & SECURITY MAIN ENTRY MODIFICATIONS	\$1,050,205	\$125,468	\$500,000	\$424,737	
ASPEN ES	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		
ASPEN ES	OUTDOOR LEARNING SPACE	\$100,000		\$100,000		
ASPEN ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
BANYAN ES	SHADE STRUCTURE	\$160,000	\$138,532	\$21,468		
BANYAN ES	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		
BANYAN ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
BANYAN ES	KILN ENCLOSURE	\$50,000		\$50,000		
COLINA MS	CAMPUS WIDE MODERNIZATION	\$6,214,740	\$1,118,235	\$1,500,000	\$3,596,505	
COLINA MS	EXTERIOR SECURITY LIGHTING	\$7,500		\$7,500		
CONEJO ES	CAMPUS WIDE MODERNIZATION & HVAC	\$1,502,189	\$1,014,475	\$487,714		
CONEJO ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
CONEJO VALLEY HS	RESTROOM MODERNIZATION & STORAGE FACILITY	\$341,030		\$341,030		
CONEJO VALLEY HS	EXTERIOR SECURITY LIGHTING	\$10,000		\$10,000		
CYPRESS ES	QUAD IMPROVEMENTS & OUTDOOR SCIENCE CENTER	\$800,000	\$74,048	\$725,952		
CYPRESS ES	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		
CYPRESS ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
EARTHS MAGNET ES	CLASSROOM MODERNIZATION & HVAC UPGRADES	\$1,500,000	\$910,028	\$589,972		
EARTHS MAGNET ES	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		
EARTHS MAGNET ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
GLENWOOD MS	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		
GLENWOOD MS	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
GLENWOOD MS	PLAYGROUND EQUIPMENT - KINDER	\$125,000		\$125,000		
GLENWOOD MS	PLAYGROUND EQUIPMENT - PRIMARY	\$200,000		\$200,000		
GLENWOOD MS	PLAYGROUND EQUIPMENT - UPPER	\$200,000		\$200,000		
HH / CENTURY	CAMPUS MODERNIZATION	\$2,131,165	\$2,085,994	\$45,171		
HH / CENTURY	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
LADERA STARS ES	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		
LADERA STARS ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
LADERA STARS ES	PLAYGROUND EQUIPMENT & YARD IMPROVEMENTS - KINDER	\$300,000		\$300,000		
LADERA STARS ES	RESTROOM MODERNIZATION	\$50,000.00		\$50,000		
LOS CERRITOS MS	EXTERIOR MODERNIZATION	\$3,004,975	\$2,679,219	\$325,756		
LOS CERRITOS MS	EXTERIOR SECURITY LIGHTING	\$7,500		\$7,500		
LANG RANCH ES	MPR WATER INTRUSION	\$100,000		\$100,000		
LANG RANCH ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
MADROÑA ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
MADROÑA ES	HYDRATION STATION	\$7,500		\$7,500		
MAPLE ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
MAPLE ES	CLASSROOM & LIBRARY MODERNIZATIONS	\$860,000		\$860,000		
MEADOWS / MATES CHARTER	MOLD REMEDIATION	\$75,000	\$17,321	\$57,679		
NEWBURY PARK HS	EXTERIOR SECURITY LIGHTING	\$10,000		\$10,000		
PARK OAKS / BRIDGES CHARTER	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		
REDWOOD MS	CAMPUS WIDE MODERNIZATION	\$5,158,480	\$511,268	\$3,000,000	\$1,647,212	
REDWOOD MS	EXTERIOR SECURITY LIGHTING	\$7,500		\$7,500		
SYCAMORE CANYON	SITE IMPROVEMENTS, SAFETY & EXTERIOR PAINT	\$411,109	\$78,161	\$332,948		
SYCAMORE CANYON	EXTERIOR SECURITY LIGHTING	\$7,500		\$7,500		
SEQUOIA MS	MOD - BLDG A, E, LOCKER ROOMS & FIRE ALARM	\$5,544,386	\$4,747,855	\$796,531		
SEQUOIA MS	EXTERIOR SECURITY LIGHTING	\$7,500		\$7,500		
THOUSAND OAKS HS	SCIENCE LAB MODERNIZATION	\$2,000,000.00		\$1,000,000.00		
THOUSAND OAKS HS	MODERNIZATION - SW CAMPUS CORNER	\$150,000		\$150,000		
THOUSAND OAKS HS	EXTERIOR SECURITY LIGHTING	\$10,000		\$10,000		
UNIVERSITY CENTER	MPR RESTROOM BUILDING	\$285,000	\$277,943	\$7,057		
UNIVERSITY CENTER	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
WALNUT ES	FIRE ALARM & PA DATA WIRING	\$380,000	\$41,240	\$338,760		
WALNUT ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
WALNUT ES	RELOCATE CHILD CARE & DEMO MODULARS	\$70,000		\$70,000		
WAVERLY ADULT ED	PLUMBING REPIPE	\$200,000	\$1,180	\$198,820		
WAVERLY ADULT ED	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
WEATHERSFIELD ES	EXTERIOR SECURITY LIGHTING	\$5,000		\$5,000		
WEATHERSFIELD ES	FIRE ALARM MODERNIZATION	\$350,000		\$350,000		



Plan Approvals		Date:							
1.									
2.									
						REV			
						DESCRIPTION			
						DATE			
						APPROVED			
						SCALE			
						NTS			
						DRAWN BY			
						MCCABE, TIMOTHY			



Exhibit A

Orion Structural Group, Inc.
223 East Thousand Oaks Blvd., Suite 304
Thousand Oaks, CA 91360
Phone: (805) 750 – 8136 Fax: (805) 494-0418

Proposal for Structural Engineering Services

June 6, 2022

Client:

Conejo Valley Unified School District
Attn: Ken Thomas
750 Mitchell Road
Newbury Park, CA 91320

Re: TOHS Marquee Sign
Thousand Oaks High School, Thousand Oaks, CA

Scope:

Structural design for marquee sign: ~12' tall with steel W16x beam at top and HSS posts at sides. LED reader board will mount between the HSS posts. Posts to be anchored to new concrete footings.

DSA plancheck is not included in fee.

Fee: \$3,500

Orion Structural Group Inc.

Will Lambert, SE
California Structural Engineer License # 5430

I acknowledge having read this letter and the proposal contained therein and agrees to its terms and conditions. I hereby authorized you to commence on this project.

Client Approval

By: _____ Date _____

Change around the corner at TOHS

Exhibit A

New marquee expected up by October

August 26, 2022

By Trisha Anas
Special to the Acorn



COMING SOON—A new electronic marquee is in the works for Thousand Oaks High School. The previous sign, which stood at Moorpark Road and Avenida de Las Flores, was torn down in July. RICHARD GILLARD/Acorn Newspapers

Thousand Oaks High School's curb appeal is about to get an upgrade.

The \$150,000 effort is being paid for with funds from Measure I, the \$197-million bond passed by Thousand Oaks voters in 2014. It is one of the final remaining items on TOHS' Measure I wish list. Previously completed projects include an \$8-million HVAC system and an extensive \$2-million renovation of the school's library.

"We're hoping that at some point down the road, we will be able to upgrade and update our cafeteria and perhaps spend money on our locker rooms, which haven't been upgraded at all in the last six years," Bergmann said. "Probably the next major project we're going to see is that all of our science classrooms are going to be upgraded."



A foundation is already in place for the new Thousand Oaks High School marquee, which will be able to play video. RICHARD GILLARD/Acorn Newspapers

Bergmann said that since the campus is one of Conejo Valley Unified School District's oldest, the Measure I bond has been a godsend.

"It's not a surprise that with a 60-year-old school we're going to have some facilities that need attention," Bergmann said. "But

By continuing to browse or by clicking "Accept," you agree to our site's privacy policy.

Accept Privacy policy

INVOICE NO.

Exhibit B

211586 QUOTE

L. Ph. Bolander & Sons
 Flags and Flagpoles Since 1885
 1355 Evans Ave.
 San Francisco, CA 94124
 (415) 648-5611 • Fax (415) 648-0402

INVOICE

SOLD TO:

SHIP TO:

CONEJO VALLEY USD
 PURCHASING FISCAL SERVICES
 750 MITCHELL RD CA 91320

THOUSAND OAKS HIGH SCHOOL

PHONE (805) 492-4557 FAX

ORDERED BY

PURCHASE ORDER

TERMS

INVOICE DATE

AL

KEN

15 10 NET 30

05/16/22

DATE ORDERED

DATE SHIPPED

SHIPPED VIA

FOB

ACCOUNT NUMBER

05/16/22

05/16/22

AMERICAN FREIGHT

SFO

CON91360

QTY ORDERED	QTY SHIPPED	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
2	2	LT20' ALUMINUM FLAGPOLE COMPLETE WITH HARDWARE AND SATIN FINISH	1,042.42	2,084.84
1	1	LT25' ALUMINUM FLAGPOLE COMPLETE WITH HARDWARE AND SATIN FINISH	1,119.78	1,119.78
1	1	FREIGHT	800.00	800.00

DISCOUNT

SALES AMOUNT

3,204.62

TAXABLE TOTAL

3,204.62

SALES TAX

232.33

FREIGHT

800.00

TOTAL

4,236.95

A FINANCE CHARGE OF 1 1/2% PER MONTH (18% PER ANNUM) WILL
 BE CHARGED ON PAST DUE INVOICES

Page 11 of 21 **THANK YOU**

QUOTATION**Exhibit** B**AUTHORIZED SALES PERSON SIGNATURE**

Carl J. Schlie 5/18/22

Outdoor Creations Inc.

2270 Barney Road

Anderson, CA 96007

USA

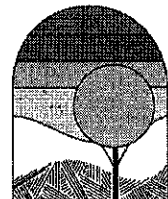
PH# 530-365-6106

FX# 530-365-5129

Email carl@outdoorcreations.com

Date: 5/18/22

Quote No.: Q5088

**OUTDOOR
CREATIONS
INC.****SOLD TO**

Conejo USD

Purchasing-Fiscal Services

750 Mitchell Road

Newbury Park, CA 91320

USA

SHIP TO

Thousand Oaks HS

Thousand Oaks, CA 91360

USA

Sales Rep	Good Thru	Terms	Purchase Order
Carl J. Schlie	6/17/22	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
4	EA	862	36" Sphere	525.00	2,100.00
	<Each>	Coil Rod	Coil Rod		
	EA	LT SB	Light Sandblast		
4	EA	Custom	Painted Ivy League- PPG 1228-7	150.00	600.00
4	EA	NANO	Nano - Non-sacrificial sealer	65.00	260.00
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	400.00	400.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

Page 12 of 81

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16- WEEKS (Does not apply to custom products).

Subtotal	3,360.00
Sales Tax	243.60
TOTAL	3,603.60

QUOTATION

Exhibit B

AUTHORIZED SALES PERSON SIGNATURE

Carl J. Schlie 5/26/22

Outdoor Creations Inc.

2270 Barney Road
Anderson, CA 96007
USA

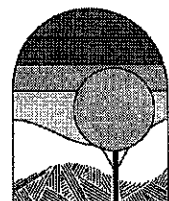
PH# 530-365-6106

FX# 530-365-5129

Email carl@outdoorcreations.com

Date: 5/26/22

Quote No.: Q5095



**OUTDOOR
CREATIONS
INC.**

SOLD TO

Conejo USD
Purchasing-Fiscal Services
750 Mitchell Road
Newbury Park, CA 91320
USA

SHIP TO

Thousand Oaks HS
Thousand Oaks, CA 91360
USA

Sales Rep	Good Thru	Terms	Purchase Order
Carl J. Schlie	6/25/22	Net 30 Days	

Qty.	UOM	Model #	Description	Unit Price	Amount
1	EA	Custom	20' Diameter 18" x 18" Seat Wall	18,585.00	18,585.00
	EA	Custom	"Grout Lines" Engraved		
	<Each>	Coil Rod	Coil Rod		
	EA	LT SB	Light Sandblast		
1	EA	NANO	Nano - Non-sacrificial sealer	1,200.00	1,200.00
1	<Each>	Shipping	Must Be Taxed, Company Owned Truck	1,300.00	1,300.00

PLEASE FILL IN THE REQUIRED INFORMATION ON THE ADDITIONAL PAGE WITH THE TERMS AND CONDITIONS.

Ken Thomas

Digitally signed by Ken Thomas
Date: 2022.06.01
11:04:53 -07'00'

Please sign here to confirm your order and acknowledge that you have read and understand our terms and conditions

Forklift required upon delivery unless other arrangements made prior to order.

Page 13 of 81

STANDARD DELIVERY A.R.O AND APPROVED SUBMITTALS/ORDER IS 16- WEEKS (Does not apply to custom products).

Subtotal	21,085.00
Sales Tax	1,528.66
TOTAL	22,613.66



Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

GAIL WEED,

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.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MVXP454	7/7/2022	TOH SIGN FINAL V6	1367785	\$40,057.88

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
* STEWART TEKSTAR 4'XB' SGL SIDED MARQ	1	6937269	\$37,350.00	\$37,350.00
Mfg. Part#: 977914 Stewart TekStar 4' x 10' Single Sided 10mm 96x288 Full Color LED Display including Lifetime Cellular Plan Contract: CALSAVE Technology Contract 530067 (530067)				

SUBTOTAL	\$37,350.00
SHIPPING	\$0.00
SALES TAX	\$2,707.88
GRAND TOTAL	\$40,057.88

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CONEJO VALLEY UNIFIED SCHOOL DIST. ACCTS PAYABLE 750 MITCHELL RD NEWBURY PARK, CA 91320-2213 Phone: (805) 497-9511 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: CONEJO VALLEY UNIFIED SCHOOL DIST. GAIL WEED 750 MITCHELL RD NEWBURY PARK, CA 91320-2213 Phone: (805) 497-9511 Shipping Method: DROP SHIP-COMMON CARRIER
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Charleen Chu | (866) 339-5678 | charchu@cdwg.com

Need Help?



[My Account](#)



[Support](#) Page 14 of 81



[Call 800.800.4239](tel:800.800.4239)



Smith Pipe & Supply

Landscape, Irrigation, & Synthetic Turf

REMIT TO:
P.O. BOX 5081 • WESTLAKE VILLAGE, CA 91359-5081
(805) 498-6744 • (818) 869-2593

Exhibit B

INVOICE

3976239

Date

12/13/22

EMAIL ONLY

Cust# 1715

Sold To:

** REPRINT **

Ship To:

PAGE 1

CONEJO UNIFIED SCHOOL DISTRICT
1400 E JANSS ROAD
THOUSAND OAKS CA 91362

T.O.B.S. MEASURE 1 PLANNING
PROJECT

Order Date	Customer PO #	VIA	Terms	Order No	WH
12/13/22	B23-00119	WC	NET 10TH	D9589/00	01
Qty	Qty		Qty		
Ord	BO	Item Number	Description	Shp	Net
2	0	1508FBCP	RB 150-FBC-CP 1 1/2 VALVE	2	459.78 54.00 211.499 423.00
1	0	PSIH40X100	RB 1" 40PSI HIGH-FLOW REGULATOR	1	46.78 40.00 28.068 28.07
1	0	1320	1320 VALVE BOX JUMBO	1	57.027 57.03
2	0	910	910 VALVE BOX	2	18.341 36.68
5	0	610	610 VALVE BOX	5	4.733 23.67
3	0	E161015	FLO 1 1/2 SS S80 GRAY BALL VLV	3	18.10 30.00 12.670 38.01
15	0	3504PCSAM	RB 3504 PC SAM POP-UP ROTOR	15	27.23 54.00 12.526 187.89
160	0	150SCH40	1 1/2 SCH40 PVC PIPE	160	1.664 266.16
280	0	100SCH40	1 SCH40 PVC PIPE	280	1.042 291.73
6	0	150SSSTEE	PVC 1 1/2 SSS TEE	6	26.76 90.00 2.676 16.06
4	0	150075SSSTEE	PVC 1 1/2 X 3/4 SSS TEE	4	42.43 90.00 4.243 16.97
4	0	125075SSSTEE	PVC 1 1/4 X 3/4 SSS TEE	4	24.23 90.00 2.423 9.69
4	0	150TSMA	PVC 1 1/2 MALE ADAPTER	4	15.53 90.00 1.553 6.21
5	0	150125SSBUSH	PVC 1 1/2 X 1 1/4 SS BUSHING	5	14.30 90.00 1.430 7.15
5	0	125100SSBUSH	PVC 1 1/4 X 1 SS BUSHING	5	13.52 90.00 1.352 6.76
12	0	0506S80NIP	SCH 80 NIPPLE 1/2 X 6	12	2.47 77.00 .568 6.92
50	0	050MTSTR90	PVC 1/2 T X T MARLEX STR ELL	50	.349 17.43
15	0	050PTSTR90	PVC 1/2 TT STR 90	15	15.53 90.00 1.553 23.30
160	0	075SCH40	3/4 SCH40 PVC PIPE	160	.689 110.27
6	0	150SS90	PVC 1 1/2 SS 90	6	20.10 90.00 2.010 12.06
1	0	711P	CEMENT 711 PINT	1	48.60 50.00 24.300 24.30
1	0	REDHOTP	CHRISTY'S RED HOT PINT	1	44.70 50.00 22.350 22.35
1	0	P70P	PRIMER P-70 PINT	1	44.90 50.00 22.450 22.45
1	0	44RC	RB 44RC QUICK COUPLER VALVE 1"	1	189.00 54.00 86.940 86.94

P23-04832

APPROVED FOR PAYMENT

BY TM

DATE 2-8-23

Permit No. Sum Tallez

SUB TOTAL 1,741.00

ID/LIC No. SAM TELLEZ
PRINT NAME

TAX 165.40

TOTAL 1,906.40

WARNING: This product can expose you to chemicals, which are known to the State of California to cause cancer. For more information, visit www.P65Warnings.ca.gov.
A PESTICIDE ASSESSMENT HAS BEEN PAID ON APPLICABLE PRODUCTS. NO RECOMMENDATION HAS BEEN MADE CONCERNING THE USE OF PESTICIDE COVERED BY THIS INVOICE.
YES NO THIS PURCHASE WAS REQUIRED TO OBTAIN AN OPERATIONAL NUMBER PURSUANT TO SECTION 0022 OF THE CALIFORNIA CODE OF REGULATIONS.
CONDITIONS OF SALE: Claims for shortage must be made within five days of receipt of shipment. If buyer fails to pay within 30 days, the highest legal interest rate will be applied to the outstanding amount.

Conejo Valley Unified School District

PURCHASE ORDER
NO: P23-04832
DATE 02/09/2023

(805) 498-4557 x7553 FAX (000) 000-0000

EMAIL: PURCHASINGDEPT@CONEJOUSD.ORG

SHIP TO:
DOC - PLANNING AND FACILITIES
750 MITCHELL ROAD
Newbury Park, CA 91320

Exhibit B

Vendor Phone: (805) 498-6744 Vendor Fax: (VendorFax)
Vendor Email: JULIOORELLANA@SMITHPIPESUPPLY.COM

* **SMITH PIPE & SUPPLY**
31011 AGOURA ROAD
WESTLAKE VILLAGE, CA 91361

BILL TO:
PURCHASING - FISCAL SERVICES
750 MITCHELL ROAD
NEWBURY PARK, CA 91320

Customer #:

ORDER LOCATION			VENDOR #	REQUISITIONER	REQUISITION #
59D - DOC - PLANNING AND FACILITIES			02316/1	Debra Hanna	R23-06488
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
03/01/2023	DESTINATION			ALEX HERRERA	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
			Project # MP2W/22-30-TOH		
1	2	EACH	150EFBCP	211.50	\$423.00
2	1	EACH	PSIH40x100	28.07	\$28.07
3	1	EACH	1320	57.03	\$57.03
4	2	EACH	910	18.34	\$36.68
5	5	EACH	810	4.73	\$23.67
6	3	EACH	E181015	12.67	\$38.01
7	15	EACH	3504PCSAM	12.53	\$187.89
8	160	EACH	150SCH40	1.66	\$266.24
9	280	EACH	100SCH40	1.04	\$291.76
10	6	EACH	150SSSTEE	2.68	\$16.06
11	4	EACH	150075SSSTEE	4.24	\$16.97
12	4	EACH	125075SSSTEE	2.42	\$9.69
13	4	EACH	150TSMA	1.55	\$6.21
14	5	EACH	150125SSBUSH	1.43	\$7.15
15	5	EACH	125100SSBUSH	1.35	\$6.76
16	12	EACH	0508S80NIP	.57	\$6.82
17	50	EACH	050MTTSTR90	.35	\$17.45
18	15	EACH	050TTSTR90	1.55	\$23.30
19	160	EACH	075SCH40	.69	\$110.24
20	8	EACH	150SS90	2.01	\$12.06
21	1	EACH	711P	24.30	\$24.30
22	1	EACH	REDHOTP	22.35	\$22.35
AUTHORIZED BY:					

ORIGINATOR
Page 36 of 81

Conejo Valley Unified School District

PURCHASE ORDER

NO: P23-04832

DATE 02/09/2023

(805) 498-4557 x7553 FAX (000) 000-0000

EMAIL: PURCHASINGDEPT@CONEJOUSD.ORG

SHIP TO:DOC - PLANNING AND FACILITIES
750 MITCHELL ROAD
Newbury Park, CA 91320**Exhibit** BVendor Phone: (805) 498-6744 Vendor Fax: (805) 499-7948
Vendor Email: JULIOORELLANA@SMITHPIPESUPPLY.COMSMITH PIPE & SUPPLY
31011 AGOURA ROAD
WESTLAKE VILLAGE, CA 91361**BILL TO:**PURCHASING - FISCAL SERVICES
750 MITCHELL ROAD
NEWBURY PARK, CA 91320

Customer #:

ORDER LOCATION 590 - DOC - PLANNING AND FACILITIES				VENDOR # 02315/1	REQUISITIONER Debra Hanna	REQUISITION # R23-06468
DATE REQUIRED 03/01/2023		F.O.B. DESTINATION	TERMS OF PAYMENT	SHIP VIA	BUYER ALEX HERRERA	RPQ #
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION	
23	1	EACH	P70P	22.45	\$22.45	
24	1	EACH	44RC	86.94	\$86.94	
				Order Sub-Total	\$1,741.10	
				Sales Tax	126.23	
				Shipping	.00	
				Adjustment	.00	
				Order Total	\$1,867.33	
ACCOUNT DISTRIBUTION				AMOUNT		
(164290) 212- 4300- 9010- 0- 0000- 8500- 200- 000- 1 20M- 0				\$1,867.33		
*** End of Order ***						
AUTHORIZED BY:						

ORIGINATOR
Page 17 of 81

Conejo Valley Unified School District

PURCHASE ORDER

NO: B23-00997

DATE 02/09/2023

(805) 498-4557 x7553 FAX (000) 000-0000

EMAIL: PURCHASINGDEPT@CONEJOUSD.ORG

SHIP TO:
DOC - PLANNING AND FACILITIES
750 MITCHELL ROAD
Newbury Park, CA 91320

Exhibit B

Vendor Phone: Vendor Fax: (VendorFax)
Vendor Email: ASHLEY.EGN805@GMAIL.COM

* **ELEGANT GARDENS NURSERY**
2046 TIERRA REJADA ROAD
MOORPARK, CA 93021

BILL TO:
PURCHASING - FISCAL SERVICES
750 MITCHELL ROAD
NEWBURY PARK, CA 91320

Customer #:

ORDER LOCATION			VENDOR #	REQUISITIONER	REQUISITION #
590 - DOC - PLANNING AND FACILITIES			050712/1	Detra Hanna	R23-06488
DATE REQUIRED	F.O.B.	TERMS OF PAYMENT	SHIP VIA	BUYER	RPQ #
				ALEX HERRERA	
ITEM	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENSION
			Project # MP21/22-30-TOH		
1	1	EACH	BLANKET PO FOR Invoice 50010	149.94	\$149.94
2	1	EACH	Inv 49982	311.00	\$311.00
Order Sub-Total					\$460.94
Sales Tax					33.42
Shipping					.00
Adjustment					.00
Order Total					\$494.36
ACCOUNT DISTRIBUTION				AMOUNT	
(164290) 212-4300-9010-0-0000-8500-200-000-120M-0				\$494.36	

**** End of Order ****

AUTHORIZED BY:

Measure 1
 *** TO GO *** TOHS
 Elegant Gardens Nursery, Inc. Landscape
 2046 Tierra Rejada Rd.
 Moorpark, CA 93021
 Phone #: 805-553-0565

Measure 1
 TOHS Landscape Project
 *** TO GO ***
 Elegant Gardens Nursery, Inc.
 2046 Tierra Rejada Rd.
 Moorpark, CA 93021
 Phone #: 805-553-0565

Exhibit B

NAME: Conejo Unif1
 ORDER # 50010
 INVOICE# 50010
 Closed to On Account Purchase
 DATE/TIME: 1/27/2023 8:16:07 AM
 CASHIER: Tania
 STATION: 01
 SALESPERSON: 10018832

Customer Info

Customer: Conejo Valley USD

Item Count: 396

5G SOCIETY GARLIC -901		
3	@ (\$11.50)	(\$34.50)
5G VARIEGATED SOCIETY GARLIC -901		
3	@ (\$11.50)	(\$34.50)
5G GOLD EUONYMOUS -Non_Inventory1*		
3	@ \$16.50	\$49.50
5G CALLEUTEMA -Non_Inventory1*		
3	@ \$16.50	\$49.50
1G DAYLILY ASSORTED -Non_Inventory1*		
6	@ \$4.80	\$28.80
1G VARIEGATED GARLIC-Non_Inventory1*		
5	@ \$4.80	\$24.00
Santa Barbara Blonde Bldr 1b-1107	131*	
373.00 1b @	\$0.18/1b	\$67.14

Subtotal	\$149.94
Tax	\$15.87
GRAND TOTAL	\$165.81

On Account
 Old balance: \$4,557.17
 New balance: \$4,722.98

Signature: [Signature]
 Amount saved: M. PAYETTE \$136.50

CVUSD
 JANICE
 PO#B23-00113
 JOBNAME: T.O. HIGH SCHOOL
 CREDIT FROM INVOICE #49982

Return Policy
 No warranty as to the description, quality, productiveness, or other matter of any plant sold. Receipt required within a 24 hour return. All returns are subject minimum 20% restocking fee. No refunds - store credit or exchange only. We

NAME: Conejo Unif1
 ORDER # 49982
 INVOICE# 49982
 Closed to On Account Purchase
 DATE/TIME: 1/26/2023 10:44:57 AM
 CASHIER: Tania
 STATION: 01
 SALESPERSON: 10018832

Customer Info

Customer: Conejo Valley USD

Item Count: 24

5G GOLDEN EUONYMOUS -Non_Inventory1*		
7	@ \$16.50	\$115.50
5G NANEENA DOMESTICA-Non_Inventory1*		
5	@ \$11.50	\$57.50
5G DIETES BICOLOR -Non_Inventory1*		
4	@ \$11.50	\$46.00
5G VARIEGATED SOCIETY GARLIC-Non_Inventory1*		
5	@ \$11.50	\$57.50
5G GREEN SOCIETY GARLIC-Non_Inventory1*		
3	@ \$11.50	\$34.50

Subtotal	\$311.00
Tax	\$22.55
GRAND TOTAL	\$333.55

On Account
 Old balance: \$4,223.62
 New balance: \$4,557.17

Signature: [Signature]
 CVUSD
 JANICE DONALD
 PO #B23-00113
 JOBNAME: T.O. HIGH SCHOOL

Return Policy
 No warranty as to the description, quality, productiveness, or other matter of any plant sold. Receipt required within a 24 hour return. All returns are subject minimum 20% restocking fee. No refunds - store credit or exchange only. We

Both Go
 To P.O. B23-00997

B23-00997

APPROVED FOR PAYMENT
 BY: TM
 DATE: 2-8-23

ADD'L purchases

Measure 1
To HS Landscape
*** TO GO *** Project
Elegant Gardens Nursery, Inc.
2046 Tierra Rejada Rd.
Moorpark, CA 93021
Phone #: 805-553-0565

NAME: Conejo Unifi
ORDER # 50744
INVOICE# 50744
Closed to On Account Purchase
DATE/TIME: 2/15/2023 7:31:28 AM
CASHIER: Teresa
STATION: 02
SALESPERSON: 10018832

Customer Info
Customer: Conejo Valley USD
5G LEONOTUS -Non_Inventory!*
2 @ \$11.50 \$23.00
5G DIETES -Non_Inventory!*
1 @ \$11.50 \$11.50

Subtotal \$34.50
Tax \$2.50
GRAND TOTAL \$37.00

On Account
Old balance: \$1,118.74
New balance: \$1,155.74

Signature: _____
CWUSD
JENNIS

Return Policy
No warranty as to the description, quality, productiveness, or other matter of any plant sold. Receipt required within a 24 hour return. All returns are subject minimum 20% restocking fee. No refunds - store credit or exchange only. We assume no responsibility to your vehicle during loading and unloading.

*** TO GO ***
Elegant Gardens Nursery, Inc.
2046 Tierra Rejada Rd.
Moorpark, CA 93021
Phone #: 805-553-0565

NAME: Conejo Unifi
ORDER # 50029
INVOICE# 50029
Closed to On Account Purchase
DATE/TIME: 1/27/2023 10:54:39 AM
CASHIER: Teresa
STATION: 02
SALESPERSON: 10018832

Customer Info
Customer: Conejo Valley USD
Small Nugget Bark Gdnrs 2cu-1255*
30 @ \$9.00 \$270.00
30- Landscp (\$27.00)

Subtotal \$243.00
Tax \$17.62
GRAND TOTAL MEASURE 1 \$260.62

On Account
Old balance: \$4,907.99
New balance: \$5,168.61

Signature: M. PAYETTE
CWUSD
MATT
PG#B23-00113
JOBNAME: THUNDER OAK HIGH SCHOOL

Return Policy
No warranty as to the description, quality, productiveness, or other matter of any plant sold. Receipt required within a 24 hour return. All returns are subject minimum 20% restocking fee. No refunds - store credit or exchange only. We assume no responsibility to your vehicle during loading and unloading.

M. PAYETTE
MEASURE I



TOHS
How doers
get more done.

2745 TELLER RD. T.O., CA. 91320 (805) 3756680
JOANNA.MONTECINOS@HOMEDEPOT.COM

6662 00034 16872 02/21/23 10:37 AM
SALE CASHIER JUNIOR

1000-024-136 RWSMYUK <A>
ROCKWALL SMALL, YUKON
5004.43 221.50

SUBTOTAL 221.50
SALES TAX 16.06
TOTAL \$237.56

XXXXXXXXXXXX8231 HOME DEPOT

USD\$ 237.56
TA

AUTH CODE 021631/0343829

* CONEJO VALLEY UNIFIED/MNT

PAYETTE MATT
Chip Read
AID A0000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3864 SUMMARY

2023 PRO XTRA SPEND 02/20: \$26,259.35
INCLUDES:
2023 PROXTRA SAVINGS 02/20: \$561.17

Get the CREDIT LINE your business needs
PLUS earn Perks 4X FASTER when you join
Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
Learn more at homedepot.com/credit

6662 02/21/23 10:37 AM



6662 34 16872 02/21/2023 4214

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 02/21/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: WTT 40695 34067
PASSWORD: 23121 34033

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

M. PAYETTE
MEASURE I

Exhibit B



TOHS
MEASURE I
How doers
get more done.

2745 TELLER RD. T.O., CA. 91320 (805) 3756680
JOANNA.MONTECINOS@HOMEDEPOT.COM

6662 00002 05419 02/10/23 08:06 AM
SALE CASHIER ARTIN

1000-024-136 RWSMYUK <A>
ROCKWALL SMALL, YUKON
1004.43 44.30

SUBTOTAL 44.30
SALES TAX 3.21
TOTAL \$47.51

XXXXXXXXXXXX8231 HOME DEPOT

USD\$ 47.51
TA

AUTH CODE 010477/1023102

* CONEJO VALLEY UNIFIED/MNT

PAYETTE MATT
Chip Read
AID A0000000049999D8400305 THD PLCC PROX

PRO XTRA MEMBER STATEMENT

PRO XTRA ###-###-3864 SUMMARY
THIS RECEIPT PO/JOB NAME: TOHS

2023 PRO XTRA SPEND 02/09: \$24,611.40
INCLUDES:
2023 PROXTRA SAVINGS 02/09: \$478.13

Get the CREDIT LINE your business needs
PLUS earn Perks 4X FASTER when you join
Pro Xtra, register, & use your Pro Xtra
Credit Card. Apply and SAVE UP TO \$100.
Learn more at homedepot.com/credit

6662 02/10/23 08:06 AM



6662 02 05419 02/10/2023 2502

RETURN POLICY DEFINITIONS
POLICY ID DAYS POLICY EXPIRES ON
A 11 365 02/10/2024

DID WE NAIL IT?

Take a short survey for a chance TO WIN
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

www.homedepot.com/survey

User ID: HTK 17789 11129
PASSWORD: 23110 11127

Entries must be completed within 14 days
of purchase. Entrants must be 18 or
older to enter. See complete rules on
website. No purchase necessary.

Kendall Sign Inc
1406 Morrow Circle
Thousand Oaks CA 91362

DIR#1000006944

Exhibit C

5/18/2022

CUSTOMER	CVUSD				
Attention	Ken Thomas				
ProjectName	Thousand Oaks High School				
Trade	10400: Signs	Date:		Bid Category/Package ID	
Sign Type / Description		Qty	Signs/Materials		
12' High x 2' DEEP Fabercaited Brished Alum Letters with Metal Backs- Mounted on Bottom Non- Illuminated COPY: THOUSAND OAKS HIGH SCHOOL Install- Letters to existing I Beam		22	Sales-Tax		
			Sub-Total		
			Install/Labor		
			Total Base Price		
		22	Total Bid Price		
<p>Please read carefully as this may contain specific exclusions & other provisions The above price is based on continuous install. If phasing will be required, additional trips may be charged. Prices are good for 90 days from bid date, and such prices may be subject for review after this period or if new laws affecting our prices (such as sales taxes, prevailing wages, etc.) takes effect. For Bid Value of \$5,000 or less, a purchase order may be requested in lieu of a form Sub-Contract Agreement. Prices of samples, if required, not included. ShopDrawings/illustrations become due and may be subject to invoicing upon submittal. For sign types that exceed \$5000 in unit value, a 50% deposit may be required. If bid is accepted, it must be made an integral part of the contract.</p> <p>EXCLUSIONS:</p> <p>ADDENDUM NOTED:</p> <p>Qualifications: Kendall Sign Inc has 40 years experience in sign industry as a sign manufacturer, dealer, & marketing arm for out-of-state manufacturers, & as consulting, design & estimating firm. KSI specializes custom mfg & carries no literature/catalogue.</p>					
NOTES: INSTALL PRICES INCLUDED IN THE ABOVE NUMBERS ARE BASED ON CONTINUOUS INSTALL. IF KENDALL IS CALLED OUT WHEN AN AREA IS COMPLETED THERE WILL BE AN ADDED 450.00 CHARGE EACH TIME THEY ARE CALLED OUT FOR EXTRA TRIPS. THANK YOU					
Contractor's Licence	350964	Expiry		Terms	Prices quoted per plans & specs, progress payment U.N.O.
					KSI by:



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

Exhibit C

District Contact: Tim McCabe, Director, Planning & Construction
E-Mail: tmccabe@conejousd.org
Contact Phone Number: 805-498-4557 ext. 7541

FIELD CONTRACT
Terms and Conditions up to \$14,999

Project Name: **Signage**
Project Number: MP21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 27th day of January, 2022 (the "Effective Date"), by and between **Kendall Sign, Inc.** ("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

1. In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
2. Work shall be completed at **Conejo Valley Unified School District sites** (the "Site").
3. Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before June 30, 2022.
4. Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
5. Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion.
6. Inspection shall be performed by the District Project Manager or IOR, or a designee on behalf of District.
7. Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (one year) from the date of acceptance by District.
8. Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$ 50,000.00

Vehicle Liability Insurance

Combined Single Limit	\$1,000,000.00
-----------------------------	----------------

Workers' Compensation	Statutory
& Employers' Liability, Each Occurrence	\$1,000,000.00

Pollution Liability (required for hazardous materials, waste haulers, pest control)	
Each Occurrence	\$1,000,000.00
Or as statutorily mandated by regulatory agencies.	

9. This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

☒ Scope of Work/Specifications – Furnish and Install signage

- ☒ Liability Insurance Certificates with District designated as an additional insured
- ☒ Workers' Compensation Certificate
- ☒ Fingerprint Certificate, if required (section 16)
- ☒ Total Cost: \$ 3,200.00 per attached Proposal from Contractor dated May 18, 2022

10. Pursuant to the General Conditions and applicable law, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:
 DIR Registration Number: 1000006944 Expiration Date: June 30, 2022

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

"CONTRACTOR" – Kendall Sign, Inc.

Project Number: MP21/22-30-TOH

Contractor's License #350964

Thomas Kendall
 Signature
Thomas Kendall
 Print Name
CFO
 Title
1/28/2022
 Date

1406 Morrow Circle
 Address
Thousand Oaks, CA 91362
 City/State/Zip
818-908-0388
 Phone/Fax Numbers
karen@kendallsign.net
 E-mail Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT

Tim McCabe
 Tim McCabe

Director, Planning & Construction
 Title

ReqPay99c

Requisition Snapshot with Payments

VENDOR - Blanket		Fiscal Year 2023/23	
Requisition Number B23-00313		Requisition Date 06/29/2022	
Summary			
Created by	61BDHANNA, 6/2/2022	PO #	B23-00313
Department	PURCH	Responsibility	Goods & Services Academic Dept
Status	Complete		
On Hold	No	Attachments	Yes
Requisitioner	Debra Hanna	Board Date	
Order Site	59D - DOC - PLANNING AND FACILITIES		
Delivery Site	59D - DOC - PLANNING AND FACILITIES		
Delivery Date		Room	
Project			
Info	TOH-9 Signage MMR		
		Non Taxable	7,200.00
		Taxable	.00
		Tax (7.2500)	.00
		Shipping (0.00)	.00
		Adjustment	.00
		Requisition Total	7,200.00
Requisition Vendor Information			
056713/1	KENDALL SIGN INC		
	1406 MORROW CIRCLE , THOUSAND OAKS, CA 91362		
Purchasing			
PO Date	07/11/2022	PO Printed Date	07/11/2022
Quote		Quote Date	
		Buyer AHERRERA - ALEX HERRERA	
Line Items			
			Change Level 0
Description	Stores Item #	Unit	Order Qty Rcvd Qty Unit Price Extended
Project # MP21/22-30-TOH			
1 BLANKET PO TO Provide 12' high x 2' Deep fabricated Brushed Aluminum Letters with Metal Backs, mounted on bottom - non-illuminated "THOUSAND OAKS HIGH SCHOOL"		EACH	1 7,200.0000 7,200.00
FC ISSUED			
FOR BOARD APPROVAL			
ELECTRONIC PRIOR APPROVAL BY VICTOR P. HAYEK, Ed.D., DEPUTY SUPT., BUSINESS SERVICES			
Accounts			
(162561) 212-5810-9010-0-0000-8500-200-000-120M-0	Amount	Encumbered	Expensed Outstanding
(2023) TOHS,MOD,Other Services	7,200.00		7,200.00
Invoice/Payment Information			
Invoice #	Invoiced	Check #	Paid Status Invoice Amount Payee Id
2767	01/09/2023	5018967379	01/12/2023 Check Cleared 1,500.00 056713/1
2727	09/21/2022	5018965968	11/03/2022 Check Cleared 5,700.00 056713/1
		7,200.00	
Notes			
07/05/2022 618AHERRERA VICTOR GAVE VERBAL PRIOR APPROVAL			
Approvals			
Level	Sub Level	Status	Approver Approved By Approved Comment
19	0	Approved	618LSHOWALTER 618AHERRERA 07/05/22
19	0	Approved	618AHERRERA 618AHERRERA 07/05/22
19	0	Approved	618AFRUTOS 618AHERRERA 07/05/22
<div style="display: inline-block; border: 1px solid black; padding: 2px;">ESCAPE</div> <div style="display: inline-block; border: 1px solid black; padding: 2px;">ONLINE</div>			



Central Coast Demolition-4, Inc.

1525 N Kenmore Ave., Suite 302, Los Angeles, CA. 90027

Tel: (818)660-3967 E-mail: ccdemolition4@gmail.com

C-21 No.1045062 MBE # 85507 - D.I.R.# 1000064286

PROPOSAL

Date:	06.02.22
--------------	----------

Company Name: Conejo Valley Unified School District	Cell: 805-990-2463
Contact Name: Ken Thomas	E-mail: KThomas@conejousd.org
District Operational Center: 750 Mitchel Rd., Newbury Park, CA 91320	
Job Site: Thousand Oaks High School 2323 N Moorpark Rd, Thousand Oaks, CA 91360	

JOB DESCRIPTION	AMOUNT
Remove garden and concrete columns deep into ground. "This price includes hauling and dumping fees."	\$11,500.00
TOTAL PRICE	\$11,500.00

EXCLUSIONS: "Any item to be demolished not listed on this proposal is not part of this price amount of this bid. Any additional and UNFORESEEN item as well as metals to be torched or concrete slabs below 5 inches thick or footings deeper than 2 feet or thin set grout thicker than one third of an inch will require a change order. Any toxic materials such as lead, asbestos and/or Freon, are not included in this proposal.

The contract must agree with this proposal. If CCD signs the contract with additional items not listed on the proposal the contract is not enforceable for those additional items.

Name	Authorized Signature	Date

Attn: General Contractors and Government agency. Central Coast Demolition-4, Inc. is a demolition company classification C-21 license # 1045062 it has been in operation for 25 years.



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

Exhibit D

District Contact: Tim McCabe - Director, Planning & Construction
Email: tmccabe@conejousd.org
Contact phone number: 805-498-4557 ext 7541

FIELD CONTRACT

Terms and Conditions up to \$14,999

Issued under the guidelines of California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Project Name: Demolition and Related Work

Project Number: MP21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 1st day of

July, 2022 (the "Effective Date"), by and between Central Coast Demolition-4, Inc

("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

- 1 In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
- 2 Work shall be completed at Conejo Valley Unified School District Sites (the "Site").
- 3 Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before June 30, 2023
- 4 Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
- 5 Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion, as well as receipt of labor and material releases and invoice.
- 6 Inspection shall be performed by the District Project Coordinator or IOR, or a designee on behalf of District, who will, if appropriate, recommend acceptance to District's Board of Education (the "Board").
- 7 Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (1 year) from the date of acceptance by District
- 8 Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Complete Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$50,000.00

Automobile Liability Insurance

Combined Single Limit	\$1,000,000.00
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Workers' Compensation

Statutory	
& Employers' Liability, Each Occurrence	\$1,000,000.00

Pollution Liability (required for hazardous materials, waste haulers, pest control)

Each Occurrence	\$1,000,000.00
-----------------	----------------

Or as statutorily mandated by regulatory agencies.



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

Exhibit D

- 9 This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

- ☒ Scope of Work/Specifications: Demolition and related work as identified, proposed and approved via purchase order.
- ☒ Liability Insurance Certificates with District designated as an additional insured
- ☒ Workers' Compensation Certificate
- ☒ Fingerprint Certificate, if required (section 16)
- ☒ Total Cost: 11,500.00 per attached Proposal from Contractor dated: 3,200.00


- 10 Pursuant to the General Conditions, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:

DIR Registration Number: 1000064286 Expiration Date: June 30, 2023

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

Central Coast Demolition-4, Inc

0

Contractors License: 1045062


Signature
Ines Solis

Print Name
Owner

Title

1525 N. Kenmore Ave, Ste 302

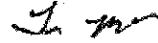
Address
Los Angeles, CA 90027

City/State/Zip
818-660-3967

Phone Number
ccdemolition4@gmail.com

Email Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT



Tim McCabe

Director, Planning & Construction
Title

ReqPay99c

Requisition Snapshot with Payments

Vendor - Blanket		Fiscal Year 2022/23	
Requisition Number 072822-1		Requisition Date 07/28/22	
Summary			

Created by	618DHANNA, 6/7/2022	PO #	B23-00314	Goods & Services
Department	PURCH	Responsibility		Academic Dept
Status	Complete			
On Hold	No	Attachments	Yes	
Requisitioner	Debra Hanna	Board Date		Non Taxable 11,500.00
Order Site	59D - DOC - PLANNING AND FACILITIES			Taxable .00
Delivery Site	59D - DOC - PLANNING AND FACILITIES			Tax (7.2500) .00
Delivery Date		Room		Shipping (0.00) .00
Project				Adjustment .00
Info	TOH-02 Demo Extg Marquee MMR			Requisition Total 11,500.00

Requisition Vendor Information

063777/1 CENTRAL COAST DEMOLITION-4 INC
1525 N. KENMORE AVE. #302, LOS ANGELES, CA 90027

Purchasing

PO Date	07/11/2022	PO Printed Date	07/11/2022	Buyer	AHERRERA - ALEX
Quote		Quote Date			HERRERA

Line Items

	Description	Stores Item #	Unit	Order Qty	Rev'd Qty	Unit Price	Extended	Change Level 0
1	BLANKET PO TO Furnish equipment required to remove garden and concrete columns deep into ground @ TOH		EACH	1		11,500.0000	11,500.00	

ATTACHED QUOTE & FC ISSUED

FOR BOARD APPROVAL

ELECTRONIC PRIOR APPROVAL BY
VICTOR P. HAYEK, Ed.D., DEPUTY SUPT.,
BUSINESS SERVICES

Accounts

	Amount	Encumbered	Expensed	Outstanding
(162561) 212- 5810- 9010- 0- 0000- 8500- 200- 000- I 20M- 0 (2023) TOHS,MOD,Other Services	11,500.00		11,500.00	

Invoice/Payment Information

Invoice #	Invoiced	Check #	Paid	Status	Invoice Amount	Payee Id
072822-1	07/28/2022	5018964354	09/01/2022	Check Cleared	11,500.00	063777/1

Approvals

Level	Sub Level	Status	Approver	Approved By	Approved	Comment
19	0	Approved	618LSHOWALTER	618AHERRERA	07/05/22	
19	0	Approved	618AHERRERA	618AHERRERA	07/05/22	
19	0	Approved	618AFRUTOS	618AHERRERA	07/05/22	
20	0	Approved	618TMCCABE	618TMCCABE	07/05/22	
20	0	Approved	618NHILL	618NHILL	07/06/22	
27	0	Approved	618VHAYEK	618VHAYEK	07/07/22	
28	0	Approved	618VHAYEK	618VHAYEK	07/07/22	
30	0	Approved	618STUCKER	618RKIUNKE	07/11/22	
30	0	Approved	618RKIUNKE	618RKIUNKE	07/11/22	
30	0	Approved	618NSAND	618RKIUNKE	07/11/22	

ESCAPE ONLINE

Page 1 of 2

IRONMAN INCORPORATED

LA City Fabricator #1547 Lic. #670390

(818) 341-0980 Office CA Dir # 1000036095 SBE # 1307540

PROPOSAL FOR STRUCTURAL & MISCELLANEOUS STEEL

Exhibit E

DATE: July 05, 2022

PROPOSAL #: 22-155

PROJECT NAME: Thousand Oaks High School Marquee Sign Anchorage, Thousand Oaks, CA

We propose to furnish, fabricate, and install as outlined below:

Inclusions Fabricated, Delivered & Installed (U.N.O.):

1. 2ea. Primary Steel Columns per Drawings & Details as:
 - 1) 2ea. HSS 8x8x.375
2. 1ea. Primary Steel Beam per Drawings & Details as:
 - 1) 1ea. W16x36
3. 2ea. Steel Angles 4x4x1/4 for sign support (attachment to sign by others)
4. All connections and welding required to complete our scope of work
5. Shop Drawings for approval and coordination of other trades
6. All items are quoted as shop prime painted unless noted otherwise at inclusions

Inclusions Fabricated & Delivered FOB Jobsite (Off-Loaded & Installed by Others):

1. 2ea. Anchor Bolt Templates and Anchor Rods

Exclusions:

1. Any and all items not specifically noted at inclusions
2. Installation of columns without base plates
3. Costs for lane closures, sidewalk closures, vehicle and equipment parking
4. Touchups to structural steel coatings; repairs to concrete due to erection activities
5. Typical Pipes Thru Foundations; Welding of Rebar for Others
6. Simpson and other Name Brand Items; Holes in our Steel for Other Trades
7. All primer, powder coating and galvanizing unless specifically included
8. Bicycle Rack; Light Poles; All Light Gauge Materials and all items less than 1/8" thick
9. All nonferrous materials and fasteners, brass, aluminum, stainless steel (UON)
10. Mechanical Unit hangers and anchors, all Unistrut; All Mech. Items attached to our steel
11. Concrete and Grout under Base Plates; Rigging & Hoisting for other trades
12. All costs for Surveys, Bonds, Field Measuring of Grid Lines, Embeds, Etc.; Costs of any inspections and material testing (ie CVN); Costs of any permits, plan check, engineering, dust control, trash removal, lighting requirements, traffic control, concrete coring, temporary railing, shoring, etc.

Proposed Pricing:

We propose the above package for the Lump Sum price of \$23,580.00

General Notes:

1. Our bid is comprised of Sheet S1.0 dated 06/22/2022 prepared by Orion Structural, together with no other documents or addendums.
2. All Templates and Embedded Items are FOB Jobsite. Any items with FOB and/or FOB Jobsite are to be delivered by Ironman and offloaded by & installed by others. We will provide one template for each column. One nut from each template must be set and shot-in to the correct elevation by others and marked accordingly. All embeds to be installed per AB/EMBED Drawings plumb and true to elevation at all four corners. Survey and Field Checking by others.
3. At time of steel erection, the jobsite must be ready to accommodate delivery via delivery truck and the erection by forklift. GC to provide all lane closures, access, etc. as needed.
4. Our proposed price includes ONE move-in for the installation of the structural steel as specifically noted at inclusions. We are using UNION Ironworkers and all waiting time will be charged for accordingly. Any additional mobilizations will be at a rate of \$3,500.00 per mobilization.
5. Any name brand items such as Simpson Saddles and Buckets must be delivered to Ironman's shop by others, so we can weld onto our steel in a timely manner.
6. We will not be held responsible for the delay of performance due to the availability of materials.
7. Once awarded, this proposal must be referenced on any contract we sign.
8. **This proposal is quoted with today's pricing. We can hold the material pricing for FOURTEEN days. Any cost increases on material must be borne by the owner and will be submitted via COR. Material cost subject to change based on market conditions.**
9. This proposal may be withdrawn by us if not accepted within fourteen days.
10. Sales tax is included in our proposal amount.
11. 100% of Retention to be paid 30 Days after structural steel is erected.
12. **All Structural Steel referenced on Architectural Drawings and not called out on Structural Drawings is for reference only and is not a part of our inclusions or proposal unless specifically included. We only have the structural steel and connections as shown on the structural plans.**

End of Proposal – Thousand Oaks High School Marquee Sign Anchorage, Thousand Oaks, CA – 07/05/2022





Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

Exhibit E

District Contact: Tim McCabe - Director, Planning & Construction
Email: tmccabe@conejousd.org
Contact phone number: 805-498-4557 ext 7541

FIELD CONTRACT

Terms and Conditions from \$15,000 to \$200,000

Issued under the guidelines of California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Project Name: Marquee - Structural Steel

Project Number: MP21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 8th day of July, 2022 (the "Effective Date"), by and between Ironman, Inc

("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

- 1 In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
- 2 Work shall be completed at Thousand Oaks HS (the "Site").
- 3 Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before August 31, 2022
- 4 Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
- 5 Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion, as well as receipt of labor and material releases and invoice.
- 6 Inspection shall be performed by the District Project Coordinator or IOR, or a designee on behalf of District, who will, if appropriate, recommend acceptance to District's Board of Education (the "Board").
- 7 Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (1 year) from the date of acceptance by District
- 8 Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Complete Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$50,000.00

Automobile Liability Insurance

Combined Single Limit	\$1,000,000.00
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Workers' Compensation

Statutory	
& Employers' Liability, Each Occurrence	\$1,000,000.00

Pollution Liability (required for hazardous materials, waste haulers, pest control)

Each Occurrence	\$1,000,000.00
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Or as statutorily mandated by regulatory agencies.



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

Exhibit

E

- 9 This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

- ☒ Scope of Work/Specifications: Furnish and Install materials for the structural steel portion of the marquee project.
- ☒ Liability Insurance Certificates with District designated as an additional insured
- ☒ Workers' Compensation Certificate
- ☒ Fingerprint Certificate, if required (section 16)
- ☒ Total Cost: \$23,580.00 per attached Proposal from Contractor dated: July 5, 2022
- ☐ Labor Material Payment & Performance Bonds are required if this Contract is in excess of \$25,000.00

- 10 Pursuant to the General Conditions, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:

DIR Registration Number: 1000036095 Expiration Date: 30-Jun-24

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

Ironman, Inc

MP21/22-30-TOH

Contractors License: 670390

Joe Salem

Signature

Joe Salem

Print Name

President

Title

20555 Superior Street

Address

Chatsworth, CA 91311

City/State/Zip

818-341-0980

Phone Number

ore@ironmaninc.com

Email Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT

Director, Planning & Construction

Tim McCabe

Title

ReqPay99c

Requisition Snapshot with Payments

VENDOR - <u>Iron</u>		Fiscal Year <u>2022</u>
Requisition Number <u>B23-00450</u>		Requisition Date <u>07/08/2022</u>
Summary		

Created by	618DHANNA, 7/8/2022	PO #	B23-00450	Goods & Services
Department	PURCH	Responsibility		Academic Dept
Status	Ready for Payment			
On Hold	No	Attachments	Yes	
Requisitioner	Debra Hanna	Board Date		Non Taxable 23,580.00
Order Site	59D - DOC - PLANNING AND FACILITIES			Taxable .00
Delivery Site	59D - DOC - PLANNING AND FACILITIES			Tax (7.2500) .00
Delivery Date		Room		Shipping (0.00) .00
Project				Adjustment .00
Info	TOH-05 Structural Steel MMR			Requisition Total 23,580.00

Requisition Vendor Information

064792/1 IRONMAN INC
20555 SUPERIOR ST , CHATSWORTH, CA 91311

Purchasing

PO Date 08/03/2022 PO Printed Date 08/03/2022 Buyer AHERRERA - ALEX
Quote Quote Date HERRERA

Line Items

							Change Level 0
Description	Stores Item #	Unit	Order Qty	Revd Qty	Unit Price	Extended	
Project # MP21/22-30-TOH							
1 BLANKET PO FOR Furnish and Install steel columns and beams as per drawings and details for the marquee project @ TOH		EACH	1		23,580.0000	23,580.00	

ATTACHED PROPOSAL

Issued under the guidelines of CUPCCAA

Accounts

	Amount	Encumbered	Expensed	Outstanding
(169940) 212- 6100- 9010- 0- 0000- 8500- 200- 000- I 20M- 0 (2023) TOHS,MOD,Sites	23,580.00	1,179.00	22,401.00	

Invoice/Payment Information

Invoice #	Invoiced	Check #	Paid	Status	Invoice Amount	Payee Id
1-450	12/12/2022	5018967114	01/03/2023	Check Cleared	22,401.00	064792/1

Approvals

Level	Sub Level	Status	Approver	Approved By	Approved	Comment
19	0	Approved	618LSHOWALTER	618AHERRERA	07/08/22	
19	0	Approved	618AHERRERA	618AHERRERA	07/08/22	
19	0	Approved	618AFRUTOS	618AHERRERA	07/08/22	
20	0	Approved	618TMCCABE	618TMCCABE	07/11/22	
20	0	Approved	618NHILL	618NHILL	08/01/22	
27	0	Approved	618VHAYEK	618VHAYEK	08/02/22	
28	0	Approved	618VHAYEK	618VHAYEK	08/02/22	
30	0	Approved	618STUCKER	618RKIUNKE	08/03/22	
30	0	Approved	618RKIUNKE	618RKIUNKE	08/03/22	
30	0	Approved	618NSAND	618RKIUNKE	08/03/22	
30	0	Approved	618NHILL	618NHILL	08/01/22	
30	0	Approved	618CCHARLES	618RKIUNKE	08/03/22	
30	0	Approved	618BJOHNSON	618RKIUNKE	08/03/22	

ESCAPE ONLINE

Page 1 of 2

C. Carson Construction Co.
 141 Broadway Drive Suite 10
 San Francisco, CA 94102
 Tel: 415-398-1234
 Fax: 415-398-1235
 Email: info@c-carson.com



ESTIMATE

Date: 10/01/2000
 Estimate #: 12-0001

Project: COLES
 Address: 141 Broadway Drive Suite 10
 City: San Francisco, CA
 State: CA
 Zip: 94102
 Phone: 415-398-1234

Contractor: C. Carson Construction Co.
 License #: 12-0001
 Insurance: General Liability & Workers Comp

Item	Description	Cost
1	Excavate 10' x 10' x 4' deep trench for foundation. Per permit with 12' x 12' x 4' sheet pile walls. Soil to be removed and disposed of at local landfill. Backfill trench with compacted gravel. Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls.	
2	Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls.	
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	Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls.	
	Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls. Install 12' x 12' x 4' sheet pile walls.	

Exhibit F

All of the above work to be completed by 10/01/2000 and satisfactory payment according to standard conditions for this type of work.

ACCEPTANCE: We are hereby accepting in full the amount of money received or completed the work as shown in the above estimate. (Print Name) John Doe agrees to pay the amount of money shown in and provided according to the terms stated.

Customer Acceptance: [Signature]
 Date: 10/01/2000
 Contractor Acceptance: [Signature]
 Date: 10/01/2000



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

District Contact: Tim McCabe - Director, Planning & Construction
Email: tmccabe@conejousd.org
Contact phone number: 805-498-4557 ext 7541

FIELD CONTRACT

Terms and Conditions from \$15,000 to \$200,000

Issued under the guidelines of California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Project Name: Concrete Footings
Project Number: MP21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 19th day of July, 2022 (the "Effective Date"), by and between C. Carson Construction, Inc.

("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

- 1 In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
- 2 Work shall be completed at Thousand Oaks HS (the "Site").
- 3 Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before September 15, 2022
- 4 Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
- 5 Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion, as well as receipt of labor and material releases and invoice.
- 6 Inspection shall be performed by the District Project Coordinator or IOR, or a designee on behalf of District, who will, if appropriate, recommend acceptance to District's Board of Education (the "Board").
- 7 Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (1 year) from the date of acceptance by District
- 8 Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Complete Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$50,000.00

Automobile Liability Insurance

Combined Single Limit	\$1,000,000.00
-----------------------	----------------

Workers' Compensation

Statutory

& Employers' Liability, Each Occurrence \$1,000,000.00

Pollution Liability (required for hazardous materials, waste haulers, pest control)

Each Occurrence \$1,000,000.00

Or as statutorily mandated by regulatory agencies.



1. The Board of Trustees of the Contra Costa Unified School District, acting as the governing body of the district, hereby certifies that the following information is true and correct:

2. The Board of Trustees of the Contra Costa Unified School District, acting as the governing body of the district, hereby certifies that the following information is true and correct:

3. The Board of Trustees of the Contra Costa Unified School District, acting as the governing body of the district, hereby certifies that the following information is true and correct:

4. The Board of Trustees of the Contra Costa Unified School District, acting as the governing body of the district, hereby certifies that the following information is true and correct:

5. The Board of Trustees of the Contra Costa Unified School District, acting as the governing body of the district, hereby certifies that the following information is true and correct:

6. The Board of Trustees of the Contra Costa Unified School District, acting as the governing body of the district, hereby certifies that the following information is true and correct:

C. Carson Construction Inc.
 141 Duesenberg Drive, Suite 1D
 Westlake Village, CA 91362
 805-573-9824 C
 805-379-8730 F
 ipourit@aol.com



Invoice

Date: 8/24/22

Invoice # 22-2428

Customer:

C.V.U.S.D.
 Thousand Oaks High School
 2323 N. Moorpark Road
 Thousand Oaks, CA
 Ken Thomas - 805-390-7720

Job Description:

Concrete Seating & Sign
 Foundation Work & Bench Seating
 Installation

Item	Description	Cost
1	Install 10' radius bench seating concrete foundation per plans with 4 each #4 rebar with #3 rebar ties 36" on center, approx. 65' L.F. 18" wide x 18" deep footing with 20 each 3" grout pockets cast into footing, crane 10 each 1900 pounds radius seat sections onto new foundation grout pockets filled with concrete, patch 20 each crane pick up points holes with color concrete.	
2	Install concrete marquee sign foundation per plan, approx. 6' wide x 2' deep x 12' long 4" above ground with #5 rebar 12' on center E.W. top and bottom.	
	Crane and Concrete Seating, Templates & AB's by OTHERS	
	As discussed with Ken.	
	Total Job Cost	\$ 24,850.00
	Total-->	\$ 24,850.00

Payment due upon receipt of invoice.

VENDOR - Blanket				Fiscal Year 2022/23			
Requisition Number R23-00722				Requisition Date 07/19/2022			
Summary							
Created by	618DHANNA, 7/19/2022		PO #	B23-00454		Goods & Services	
Department	PURCH		Responsibility			Academic Dept	
Status	Complete						
On Hold	No		Attachments	Yes			
Requisitioner	Debra Hanna		Board Date			Non Taxable	24,850.00
Order Site	59D - DOC - PLANNING AND FACILITIES					Taxable	.00
Delivery Site	59D - DOC - PLANNING AND FACILITIES					Tax (7.2500)	.00
Delivery Date			Room			Shipping (0.00)	.00
Project						Adjustment	.00
Info	TOH-03 Concrete Ftgs MMR					Requisition Total	24,850.00
Requisition Vendor Information							
49087/2	C. CARSON CONSTRUCTION, INC. 141 DUESENBERG DRIVE, STE 1D, WESTLAKE VILLAGE, CA 91362						
Purchasing							
PO Date	08/03/2022		PO Printed Date	08/03/2022		Buyer	AHERRERA - ALEX
Quote			Quote Date				HERRERA
Line Items							Change Level 0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
Project # MP21/22-30-TOH							
1 BLANKET PO FOR Furnish and Install materials to complete the concrete footings for the new Marquee @ TOH		EACH	1		24,850.0000	24,850.00	
Issued under the guidelines of CUPCCAA							
Terms and Conditions of the Field Contract supersede those listed within the purchase order.							
Accounts							
(169940) 212-6100-9010-0-0000-8500-200-000-120M-0	Amount	Encumbered	Expensed	Outstanding			
(2023) TOHS,MOD,Sites	24,850.00		24,850.00				
Invoice/Payment Information							
Invoice #	Invoiced	Check #	Paid	Status	Invoice Amount	Payee Id	
2-454	12/05/2022	5018966715	12/08/2022	Check Cleared	1,242.50	49087/2	
1-454	08/24/2022	5018964446	09/08/2022	Check Cleared	23,607.50	49087/2	
					24,850.00		
Approvals							
Level	Sub Level	Status	Approver	Approved By	Approved	Comment	
19	0	Approved	618LSHOWALTER	618AHERRERA	07/20/22		
19	0	Approved	618AHERRERA	618AHERRERA	07/20/22		
19	0	Approved	618AFRUTOS	618AHERRERA	07/20/22		
20	0	Approved	618TMCCABE	618TMCCABE	07/20/22		
20	0	Approved	618NHILL	618NHILL	08/01/22		
27	0	Approved	618VHAYEK	618VHAYEK	08/02/22		
28	0	Approved	618VHAYEK	618VHAYEK	08/02/22		
30	0	Approved	618STUCKER	618RKIUNKE	08/03/22		
30	0	Approved	618RKIUNKE	618RKIUNKE	08/03/22		
30	0	Approved	618NSAND	618RKIUNKE	08/03/22		

C. Carson Construction Inc.
141 Duesenberg Drive, Suite 1D
Westlake Village, CA 91362
805-573-9824 C
805-379-8730 F
ipourit@aol.com



ESTIMATE

Date: 8/24/22

Estimate # 22-2438

Customer: C.V.U.S.D.
Thousand Oaks High School
2323 N. Moorpark Road
Thousand Oaks, CA
Ken Thomas -805-390-7720

Job Description: Concrete Foundation Work

Customer: I propose to furnish all materials and perform all labor necessary to complete the following:

Item	Description	Cost
1	Install 3 each new concrete flag pole footings, approx. 24" wide x 4" deep, auger footings, forms with sauna tube, set steel flag pole sleeves, pour concrete footings & finish raised outside surface.	
2	Install 4 each new concrete footings for decorative balls for traffic safety at corner of Ave. de los Flores & Moorpark Road, approx. 24" wide x 18" deep, excavate footings, set 6" diameter PVC sleeve, pour concrete footings.	
	Total Job Cost	\$3,200.00
	As discussed with Ken.	
	Estimate Total:	\$3,200.00

All of the above work to be completed in a substantial and workmanlike manner according to standard practices for the agreed upon total.

ACCEPTANCE: You are hereby authorized to furnish all materials & labor required to complete the work outlined in the above proposal. _____ (print name) agrees to pay the agreed upon amount in said proposal and according to the terms thereof.

Customer Acceptance: _____

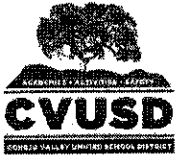
Date: _____

Signature

Contractor Acceptance: _____

Date: _____

Signature



Conejo Valley Unified School District
1400 E. Janss Road, Thousand Oaks, CA 91362

District Contact: Tim McCabe, Director, Planning & Construction
E-Mail: tmccabe@conejousd.org
Contact Phone Number: 805-498-4557 ext. 153

FIELD CONTRACT
Terms and Conditions up to \$14,999

Project Name: **Concrete Work**
Project Number: MP21/22-30-TOH

Flag pole Footings

THIS FIELD CONTRACT (this "Contract") is made and entered into this 1st day of July, 2022 (the "Effective Date"), by and between **C. Carson Construction, Inc.** ("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

1. In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
2. Work shall be completed at **Conejo Valley Unified School District Sites** (the "Site").
3. Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before June 30, 2023.
4. Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
5. Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion.
6. Inspection shall be performed by the District Project Manager or IOR, or a designee on behalf of District.
7. Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (one year) from the date of acceptance by District.
8. Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$ 50,000.00

Vehicle Liability Insurance

Combined Single Limit	\$1,000,000.00
-----------------------------	----------------

Workers' Compensation	Statutory
& Employers' Liability, Each Occurrence	\$1,000,000.00

Pollution Liability (required for hazardous materials, waste haulers, pest control)

Each Occurrence	\$1,000,000.00
Or as statutorily mandated by regulatory agencies.	

9. This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

☒ Scope of Work/Specifications – Concrete work as identified, proposed, and approved via purchase order.

- ☒ Liability Insurance Certificates with District designated as an additional insured
☒ Workers' Compensation Certificate
☒ Fingerprint Certificate, if required (section 16)
☒ Total Cost: \$ 3,200.00 per attached Proposal from Contractor dated August 24, 2022.

10. Pursuant to the General Conditions and applicable law, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:
DIR Registration Number: 1000021308 Expiration Date: June 30, 2023

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

"CONTRACTOR" – C. Carson Construction, Inc.

Project Number: MP21/22-30-TOH

Contractor's License #745804

Signature

Print Name

Title

Chris Carson
14 Duesenburg Drive 1-D
Address

Chris Carson
Westlake Village, CA 91362
City/State/Zip

PRESIDENT
805-573-9824
Phone/Fax Numbers

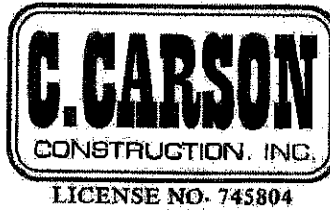
ipourit@aol.com
E-mail Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT

Tim McCabe
Tim McCabe

Director, Planning & Construction
Title

C. Carson Construction Inc.
141 Duesenberg Drive, Suite 1D
Westlake Village, CA 91362
805-573-9824 C
805-379-8730 F
ipourit@aol.com



Invoice

Date: 2/15/2023

Invoice # 22-2438

Customer:

C.V.U.S.D.

Thousand Oaks HS

2323 N. Moorpark Rd

Thousand Oaks, CA

Ken 805-390-7720

Job Description:

Concrete Foundation Work

Item	Description	Cost
1	Intall 3 ea new concrete flag pole footings, approx 24" wide x 4" deep, auger footings, forms with sauna tube, set steel flag pole sleeves, pour concrete footings & finish raised outside surface	
2	Install 4ea new concrete footings for decorative balls for traffic safety at corner of Ave. de los Flores & Moorpark Road, approx 24" wide by 18" deep, excavate footings, set 6" diameter PVC sleeve, pour concrete footings	
	Total Job Cost	\$ 3,200.00
	B23-00686	
	APPROVED FOR PAYMENT	
	BY TKA	
	DATE 2-23-23	
	Total-->	\$ 3,200.00

Payment due upon receipt of invoice.


ReqPay99c

Requisition Snapshot with Payments

VENDOR - Blanket				Fiscal Year 2022/23			
Requisition Number R23-01990				Requisition Date 09/01/2022			
Summary							
Created by	618DHANNA, 9/1/2022		PO #	B23-00686		Goods & Services	
Department	PURCH		Responsibility			Academic Dept	
Status	Ready for Payment						
On Hold	No		Attachments	Yes			
Requisitioner	Debra Hanna		Board Date			Non Taxable	3,200.00
Order Site	59D - DOC - PLANNING AND FACILITIES					Taxable	.00
Delivery Site	59D - DOC - PLANNING AND FACILITIES					Tax (7.2500)	.00
Delivery Date						Shipping (0.00)	.00
Project			Room			Adjustment	.00
Info	TOH-03 Concrete Figs MMR					Requisition Total	3,200.00
Requisition Vendor Information							
49087/2	C. CARSON CONSTRUCTION, INC. 141 DUESENBERG DRIVE, STE 1D , WESTLAKE VILLAGE, CA 91362						
Purchasing							
PO Date	09/20/2022		PO Printed Date	09/20/2022		Buyer	AHERRERA - ALEX
Quote			Quote Date				HERRERA
Line Items							
						Change Level	0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
Project # MP21/22-30-TOH							
1 BLANKET PO FOR Furnish and Install concrete footings for the flag pole installation @ TOH		EACH	1		3,200.0000	3,200.00	
ATTACHED ESTIMATE & FC ISSUED							
Accounts							
			Amount	Encumbered	Expensed	Outstanding	
(162561) 212- 5810- 9010- 0- 0000- 8500- 200- 000- I 20M- 0			3,200.00	3,200.00			
(2023) TOHS,MOD,Other Services							
Approvals							
Level	Sub Level	Status	Approver	Approved By	Approved	Comment	
20	0	Approved	618TMCCABE	618TMCCABE	09/14/22		
20	0	Approved	618NHILL	618NHILL	09/14/22		
27	0	Approved	618VHAYEK	618VHAYEK	09/19/22		
30	0	Approved	618STUCKER	618RKIUNKE	09/19/22		
30	0	Approved	618RKIUNKE	618RKIUNKE	09/19/22		
30	0	Approved	618NSAND	618RKIUNKE	09/19/22		
30	0	Approved	618NHILL	618NHILL	09/14/22		
30	0	Approved	618CCHARLES	618RKIUNKE	09/19/22		
30	0	Approved	618BJOHNSON	618RKIUNKE	09/19/22		
60	0	Approved	618AHERRERA	618AHERRERA	09/20/22		
60	0	Approved	618AFRUTOS	618AHERRERA	09/20/22		
60	0	Approved	618LSHOWALTER	618AHERRERA	09/20/22		
20	0	Approved	618TMCCABE	618TMCCABE	09/02/22		

ESCAPE ONLINE

Page 1 of 1

From:  SoCal Crane
To: Hanna, Debra
Subject: Proposal for Thousand Oaks H.S.
Date: Thursday, August 18, 2022 8:08:39 AM

CAUTION: This email is from an external sender. If this message looks suspicious, please forward to spamcheck@conejousd.org.

To set misc. concrete balls:

22 Ton Crane: \$175.00/ hr x 4 hr. minimum = \$700.00

6% fuel surcharge: \$ 42.00

Estimated total: \$742.00

Job date: 08/19/22 @11:00am

ReqPay99c

Requisition Snapshot with Payments

VENDOR - Blanket				Fiscal Year 2022/23			
Requisition Number R23-01928				Requisition Date 08/31/2022			
Summary							
Created by	618DHANNA, 8/31/2022		PO #	B23-00648		Goods & Services	
Department	PURCH		Responsibility			Academic Dept	
Status	Complete						
On Hold	No		Attachments	Yes			
Requisitioner	Debra Hanna		Board Date			Non Taxable	795.00
Order Site	59D - DOC - PLANNING AND FACILITIES					Taxable	.00
Delivery Site	59D - DOC - PLANNING AND FACILITIES					Tax (7.2500)	.00
Delivery Date			Room			Shipping (0.00)	.00
Project						Adjustment	.00
Info	TOH-02 Crane Svc MMR					Requisition Total	795.00
Requisition Vendor Information							
45164/1	SoCAL CRANE						
	P.O. BOX 6741 , THOUSAND OAKS, CA 91359-						
Purchasing							
PO Date	09/12/2022		PO Printed Date	09/12/2022		Buyer	AHERRERA - ALEX
Quote			Quote Date				HERRERA
Line Items							
						Change Level 0	
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
Project # MP21/22-30-TOH							
1 BLANKET PO FOR Furnish and Operate 22		EACH	1		795.0000	795.00	
Ton Crane to set seat walls @ TOH							
Accounts							
					Amount	Encumbered	Expensed
(162561) 212-5810-9010-0-0000-8500-200-000-120M-0					795.00		795.00
(2023) TOHS,MOD,Other Services							
Invoice/Payment Information							
Invoice #	Invoiced	Check #	Paid	Status	Invoice Amount	Payee Id	
20641	08/30/2022	5018964630	09/15/2022	Check Cleared	795.00	45164/1	
Approvals							
Level	Sub Level	Status	Approver	Approved By	Approved	Comment	
20	0	Approved	618TMCCABE	618TMCCABE	09/01/22		
20	0	Approved	618NHILL	618NHILL	09/07/22		
27	0	Approved	618VHAYEK	618VHAYEK	09/08/22		
30	0	Approved	618STUCKER	618RKIUNKE	09/12/22		
30	0	Approved	618RKIUNKE	618RKIUNKE	09/12/22		
30	0	Approved	618NSAND	618RKIUNKE	09/12/22		
30	0	Approved	618NHILL	618NHILL	09/07/22		
30	0	Approved	618CCHARLES	618RKIUNKE	09/12/22		
30	0	Approved	618BJOHNSON	618RKIUNKE	09/12/22		
60	0	Approved	618AHERRERA	618AHERRERA	09/12/22		
60	0	Approved	618AFRUTOS	618AHERRERA	09/12/22		
60	0	Approved	618LSHOWALTER	618AHERRERA	09/12/22		

ESCAPE ONLINE



14838 BLEDSOE STREET • SYLMAR, CA 91342 PHONE: (818) 838-6040 • FAX: (818) 838-6171
CONTRACTOR'S LICENSE #1005940 CLASS A-C8-C27 • DIR #1000033438

PROPOSAL

November 30, 2022

CONEJO VALLEY UNIFIED SCHOOL DISTRICT
750 Mitchell Road
Newbury Park, CA 91320
Attn: Kenneth Thomas

PROJECT: THOUSAND OAKS HIGH SCHOOL (Beautification around monument sign; corner of Moorpark Rd and Avenida de Las Flores)

Dear Mr. Thomas

"This is a prevailing wage project"

We hereby propose to furnish All Material, Labor, Equipment and Transportation necessary for the construction of the above project in accordance with our field discussion; which includes:

Item/ Description
Construct approximately 100' of concrete mow curb 6"X6" with one #4 rebar
Excavate and compact subgrade in preparation for DG installation (approx. 4,680 SF).
Provide and install 3 – 24" Box Crape Myrtle trees (2 multi, 1 single trunk)
Provide and install weed barrier (under DG and landscape areas – approx. 4,680 SF)
Provide and install 12 (3' to 4' diameter) boulders
Provide and install 75 Tons of compacted Stabilized Decomposed Granite (to cover 4,000 SF 3" thick), "California Gold"
Install 25 – 5 gal plants (owner to supply) Irrigation by others

Total Amount: \$23,600.00

EXCLUSIONS: Utility adjustment/relocation, maintenance, import/export (soil to remain onsite), permit and fees.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident, or delays beyond our control.

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified.

Signature: _____

Title: _____ Date: _____



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

District Contact: Tim McCabe - Director, Planning & Construction
Email: timccabe@conejouisd.org
Contact phone number: 805-498-4557 ext 7541

FIELD CONTRACT

Terms and Conditions from \$15,000 to \$200,000

Issued under the guidelines of California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Project Name: Landscaping Beautification

Project Number: MP21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 9th day of January, 2023 (the "Effective Date"), by and between FS Contracting, Inc ("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

- 1 In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
- 2 Work shall be completed at Thousand Oaks High School (the "Site").
- 3 Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before January 31, 2023.
- 4 Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
- 5 Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion, as well as receipt of labor and material releases and invoice.
- 6 Inspection shall be performed by the District Project Coordinator or IOR, or a designee on behalf of District, who will, if appropriate, recommend acceptance to District's Board of Education (the "Board").
- 7 Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (1 year) from the date of acceptance by District.
- 8 Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Complete Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$50,000.00

Automobile Liability Insurance

Combined Single Limit	\$1,000,000.00
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Workers' Compensation

Statutory	
& Employers' Liability, Each Occurrence	\$1,000,000.00

Pollution Liability (required for hazardous materials, waste haulers, pest control)

Each Occurrence	\$1,000,000.00
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Or as statutorily mandated by regulatory agencies.



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

- 9 This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

- ☒ Scope of Work/Specifications: Furnish and Install materials required to complete 100' of mow curb, excavate and compact subgrade, weed barrier, boulders, trees and decomposed granite.
- ☒ Liability Insurance Certificates with District designated as an additional insured
- ☒ Workers' Compensation Certificate
- ☒ Fingerprint Certificate, if required (section 16)
- ☒ Total Cost: \$23,600.00 per attached Proposal from Contractor dated: November 30, 2022
- ☐ Labor Material Payment & Performance Bonds are required if this Contract is in excess of \$25,000.00

- 10 Pursuant to the General Conditions, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:

DIR Registration Number: 1000033438 Expiration Date: 30-Jun-23

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

FS Contracting, Inc
MP21/22-30-TOH

Contractors License: 1005940

J. Angel Fierros
Signature
J. Angel Fierros
Print Name
President
Title

14838 Bledsoe St
Address
Sylmar, CA 91342
City/State/Zip
818-838-8040
Phone Number
angel@fscontractorsinc.com
Email Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT

Tim McCabe
Tim McCabe
Director, Planning & Construction
Title

ReqPay99c

Requisition Snapshot with Payments

VENDOR - Blanket				Fiscal Year 2022/23		
Requisition Number R23-05347				Requisition Date 01/09/2023		
Summary						
Created by	618DHANNA, 1/9/2023	PO #	B23-00943	Goods & Services		
Department	PURCH	Responsibility		Academic Dept		
Status	Ready for Payment					
On Hold	No	Attachments	Yes			
Requisitioner	Debra Hanna	Board Date		Non Taxable	23,600.00	
Order Site	59D - DOC - PLANNING AND FACILITIES			Taxable	.00	
Delivery Site	59D - DOC - PLANNING AND FACILITIES			Tax (7.2500)	.00	
Delivery Date		Room		Shipping (0.00)	.00	
Project				Adjustment	.00	
Info	TOH Lndscp Btftcn MMR			Requisition Total	23,600.00	
Requisition Vendor Information						
064033/1	FS CONTRACTORS INC 14838 BLEDSOE ST, SYLMAR, CA 91342					
Purchasing						
PO Date	01/17/2023	PO Printed Date	01/17/2023	Buyer	AHERRERA - ALEX	
Quote		Quote Date			HERRERA	
Line Items Change Level 0						
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
Project # MP21/22-30-TOH						
BLANKET PO TO						
1	Furnish and Install materials required for the landscape beautification near the marquee. Includes 100' of concrete curb 6"x6" with #4 rebar, excavate and compact subgrade in preparation for DG with weed barrier (approx 4680 sf), 12ea 3' to 4' boulders, 3ea 24" crape myrtle trees, and 75 tons of stabilized DG. Plant 25ea various district supplied plants, irrigation by others @ TOH	EACH	1		23,600.0000	23,600.00
<div style="display: flex; align-items: center;"> <div style="font-size: 2em; margin-right: 10px;">(</div> <div style="border: 1px solid black; padding: 5px; flex-grow: 1;"> <u>various district supplied plants, irrigation by others @ TOH</u> </div> <div style="font-size: 2em; margin-left: 10px;">*)</div> </div>						
Issued under the guidelines of CUPCCAA						
Accounts						
(169940) 212-6100-9010-0-0000-8500-200-000-120M-0			Amount	Encumbered	Expensed	Outstanding
(2023) TOHS,MOD,Sites			23,600.00	23,600.00		
Approvals						
Level	Sub Level	Status	Approver	Approved By	Approved	Comment
19	0	Approved	618LSHOWALTER	618AHERRERA	01/10/23	
19	0	Approved	618AHERRERA	618AHERRERA	01/10/23	
19	0	Approved	618AFRUTOS	618AHERRERA	01/10/23	
20	0	Approved	618TMCCABE	618TMCCABE	01/10/23	
20	0	Approved	618NHILL	618NHILL	01/12/23	
27	0	Approved	618VHAYEK	618VHAYEK	01/12/23	
28	0	Approved	618VHAYEK	618VHAYEK	01/12/23	
30	0	Approved	618STUCKER	618RKIUNKE	01/17/23	
30	0	Approved	618RKIUNKE	618RKIUNKE	01/17/23	
30	0	Approved	618NSAND	618RKIUNKE	01/17/23	
30	0	Approved	618NHILL	618NHILL	01/12/23	
30	0	Approved	618CCHARLES	618RKIUNKE	01/17/23	
30	0	Approved	618BJOHNSON	618RKIUNKE	01/17/23	

ESCAPE ONLINE

Page 1 of 2

Scott And Sons Electric
1433 Arundell Ave. Ventura, CA 93003
PH (805) 642-8547 *** FAX (805) 642-8548

Exhibit I

Bid Proposal

TO: Conejo Valley Unified School District
SPEC. SEC. #: 260000
JOB NAME: Thousand Oaks High Marguee

ATTN: Mike Stanford
TRADE: Electrical

JOB ADDRESS:

DATE
SUBMITTED: 12/13/2022

SUBMITTED BY: Steve Ext. 17
LICENSE NO: 700054
DIR #: 1000000877

PHONE NO: (805) 642-8547
FAX NO: (805) 642-8548

PLANS & SPECS	FOB JOBSITE	INSTALLED	TAX INCLUDED	ADDENDUMS
YES	YES	YES	YES	N/A

Total Bid:

\$	1,850
----	-------

INCLUDES:

All material and labor to add 10 power to marquee sign and GF1 to floor light for the flag pole.

EXCLUDES:

None



Conejo Valley Unified School District
1400 E. Janss Road, Thousand Oaks, CA 91362

District Contact: Tim McCabe, Director, Planning & Construction
E-Mail: tmccabe@conejousd.org
Contact Phone Number: 805-498-4557 ext. 153

FIELD CONTRACT
Terms and Conditions up to \$14,999

Project Name: **Electrical**
Project Number: MP21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 1st day of July, 2022 (the "Effective Date"), by and between **Scott and Sons Electric** ("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

1. In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
2. Work shall be completed at **Conejo Valley Unified School District Sites** (the "Site").
3. Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before June 30, 2023.
4. Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
5. Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion.
6. Inspection shall be performed by the District Project Manager or IOR, or a designee on behalf of District.
7. Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (one year) from the date of acceptance by District.
8. Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Completed Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$ 50,000.00
Vehicle Liability Insurance	
Combined Single Limit	\$1,000,000.00
Workers' Compensation	
Statutory	
& Employers' Liability, Each Occurrence	
\$1,000,000.00	
Pollution Liability (required for hazardous materials, waste haulers, pest control)	
Each Occurrence	\$1,000,000.00
Or as statutorily mandated by regulatory agencies.	

9. This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

☒ Scope of Work/Specifications – Electrical work as identified, proposed, and approved via purchase order.

- ☒ Liability Insurance Certificates with District designated as an additional insured
- ☒ Workers' Compensation Certificate
- ☒ Fingerprint Certificate, if required (section 16)
- ☒ Total Cost: \$ 1,850.00 per attached Proposal from Contractor dated Dec 13, 2022

10. Pursuant to the General Conditions and applicable law, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:

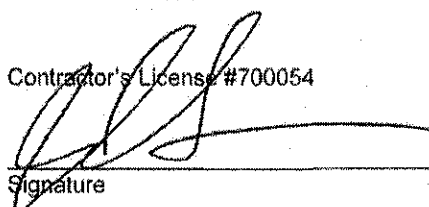
DIR Registration Number: 1000000877 Expiration Date: June 30, 2025

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

"CONTRACTOR" – Scott and Sons Electric

Project Number: MP21/22-30-TOH

Contractor's License #700054


 Signature
 J. Scott Sveiven
 Print Name
 President
 Title

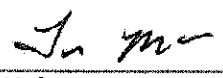
1433 Arundell Ave
 Address

Ventura, CA 93003
 City/State/Zip

805-642-8547
 Phone/Fax Numbers

scott@scottandsons.net
 E-mail Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT


 Tim McCabe

Director, Planning & Construction
 Title

ReqPay99c

Requisition Snapshot with Payments

VENDOR - Blanket				Fiscal Year 2022/23			
Requisition Number R23-05527				Requisition Date 01/11/2023			
Summary							
Created by	618DHANNA, 1/11/2023		PO #	B23-00956		Goods & Services	
Department	PURCH		Responsibility			Academic Dept	
Status	Ready for Payment						
On Hold	No		Attachments	Yes			
Requisitioner	Debra Hanna		Board Date			Non Taxable	1,850.00
Order Site	59D - DOC - PLANNING AND FACILITIES					Taxable	.00
Delivery Site	59D - DOC - PLANNING AND FACILITIES					Tax (7.2500)	.00
Delivery Date			Room			Shipping (0.00)	.00
Project						Adjustment	.00
Info	TOH-26 Electrical					Requisition Total	1,850.00
Requisition Vendor Information							
061748/1	SCOTT & SONS ELECTRIC						
	PO BOX 7886 , VENTURA, CA 93006						
Purchasing							
PO Date	01/18/2023		PO Printed Date	01/18/2023		Buyer	AHERRERA - ALEX
Quote			Quote Date				HERRERA
Line Items Change Level 0							
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
Project # MP21/22-30-TOH							
BLANKET PO TO							
1 Furnish and install materials to add power to new marquee sign and GF1 to flood light for the flag pole @ TOH		EACH	1		1,850.0000	1,850.00	
ATTACHED PROPOSAL & FC ISSUED							
Accounts							
			Amount	Encumbered	Expensed	Outstanding	
(162561) 212-5810-9010-0-0000-8500-200-000-120M-0			1,850.00	1,850.00			
(2023) TOHS,MOD,Other Services							
Invoice/Payment Information							
Invoice #	Invoiced	Check #	Paid	Status	Invoice Amount	Payee Id	
3615-02	01/09/2023			Payment Approved	1,850.00	061748/1	
Approvals							
Level	Sub Level	Status	Approver	Approved By	Approved	Comment	
20	0	Approved	618TMCCABE	618TMCCABE	01/11/23		
20	0	Approved	618NHILL	618NHILL	01/12/23		
27	0	Approved	618VHAYEK	618VHAYEK	01/12/23		
30	0	Approved	618STUCKER	618RKIUNKE	01/17/23		
30	0	Approved	618RKIUNKE	618RKIUNKE	01/17/23		
30	0	Approved	618NSAND	618RKIUNKE	01/17/23		
30	0	Approved	618NHILL	618NHILL	01/12/23		
30	0	Approved	618CCHARLES	618RKIUNKE	01/17/23		
30	0	Approved	618BJOHNSON	618RKIUNKE	01/17/23		
60	0	Approved	618AHERRERA	618AHERRERA	01/18/23		
60	0	Approved	618AFRUTOS	618AHERRERA	01/18/23		
60	0	Approved	618LSHOWALTER	618AHERRERA	01/18/23		

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Page 1 of 1



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

District Contact: Tim McCabe - Director, Planning & Construction
Email: tmccabe@conejousd.org
Contact phone number: 805-498-4557 ext 7541

FIELD CONTRACT

Terms and Conditions up to \$14,999

Issued under the guidelines of California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Project Name: Steel - Structural
Project Number: MP 21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 1st day of September, 2022 (the "Effective Date"), by and between Top Steel, Inc ("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

- 1 In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
- 2 Work shall be completed at Conejo Valley Unified School District Sites (the "Site").
- 3 Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before June 30, 2023.
- 4 Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
- 5 Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion, as well as receipt of labor and material releases and invoice.
- 6 Inspection shall be performed by the District Project Coordinator or IOR, or a designee on behalf of District, who will, if appropriate, recommend acceptance to District's Board of Education (the "Board").
- 7 Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (1 year) from the date of acceptance by District.
- 8 Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products/Complete Operations	\$1,000,000.00
Personal & Advertising Injury	\$1,000,000.00
Fire Damage Legal	\$50,000.00
Automobile Liability Insurance	
Combined Single Limit	\$1,000,000.00
Workers' Compensation	
& Employers' Liability, Each Occurrence	Statutory
Pollution Liability (required for hazardous materials, waste haulers, pest control)	
Each Occurrence	\$1,000,000.00
Or as statutorily mandated by regulatory agencies.	



Conejo Valley Unified School District
750 Mitchell Road, Newbury Park, CA 91320

Exhibit

J

- 9 This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

- ☒ Scope of Work/Specifications: Steel work as identified, proposed and approved via purchase order.
- ☒ Liability Insurance Certificates with District designated as an additional insured.
- ☒ Workers' Compensation Certificate
- ☒ Fingerprint Certificate, if required (section 16)
- ☒ Total Cost: 11,500.00 per attached Proposal from Contractor dated: 3,200.00

- 10 Pursuant to the General Conditions, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:

DIR Registration Number: 1000056960 Expiration Date: June 30, 2025

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

Top Steel, Inc

MP

Contractors License: 1031937

Edgar Lopez Jr.

Signature

Edgar Lopez Jr

Print Name

President

Title

7437 Kyle Street

Address

Tujunga, CA 91043

City/State/Zip

818-312-4629

Phone Number

info@teamtopsteel.com

Email Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT

Tim McCabe

Tim McCabe

Director, Planning & Construction

Title

ReqPay99c

Requisition Snapshot with Payments

VENDOR - Blanket		Fiscal Year 2022/23
Requisition Number R23-05057		Requisition Date 12/29/2022

Summary			
Created by	618DHANNA, 12/29/2022	PO # B23-00923	Goods & Services
Department	PURCH	Responsibility	Academic Dept
Status	Complete		
On Hold	No	Attachments	Yes
Requisitioner	Debra Hanna	Board Date	
Order Site	59D - DOC - PLANNING AND FACILITIES		
Delivery Site	59D - DOC - PLANNING AND FACILITIES		
Delivery Date		Room	
Project			
Info	TOH-05 Steel MMR	Requisition Total	3,000.00

Requisition Vendor Information	
065721/1	TOP STEEL ERECTORS, INC 7437 KYLE STREET, TUJUNGA, CA 91042

Purchasing			
PO Date	01/09/2023	PO Printed Date	01/09/2023
Quote		Quote Date	
		Buyer	AHERRERA - ALEX HERRERA

Line Items							Change Level 0
Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended	
Project # MP21/22-30-TOH BLANKET PO FOR							
1 Installation of digital marquee into steel frame. Frame and Marquee supplied by others @ TOH		EACH	1		3,000.0000	3,000.00	

ATTACHED PROPOSAL & FC ISSUED

Accounts				
	Amount	Encumbered	Expensed	Outstanding
(162561) 212- 5810- 9010- 0- 0000- 8500- 200- 000- 1 20M- 0	3,000.00		3,000.00	
(2023) TOHS,MOD,Other Services				

Invoice/Payment Information						
Invoice #	Invoiced	Check #	Paid	Status	Invoice Amount	Payee Id
20227282	12/23/2022	5018967387	01/12/2023	Check Cleared	3,000.00	065721/1

Approvals						
Level	Sub Level	Status	Approver	Approved By	Approved	Comment
20	0	Approved	618TMCCABE	618TMCCABE	01/04/23	
20	0	Approved	618NHILL	618NHILL	01/06/23	
27	0	Approved	618VHAYEK	618VHAYEK	01/06/23	
30	0	Approved	618STUCKER	618RKIUNKE	01/09/23	
30	0	Approved	618RKIUNKE	618RKIUNKE	01/09/23	
30	0	Approved	618NSAND	618RKIUNKE	01/09/23	
30	0	Approved	618NHILL	618NHILL	01/06/23	
30	0	Approved	618CCHARLES	618RKIUNKE	01/09/23	
30	0	Approved	618BJOHNSON	618RKIUNKE	01/09/23	
60	0	Approved	618AHERRERA	618AHERRERA	01/09/23	
60	0	Approved	618AFRUTOS	618AHERRERA	01/09/23	
60	0	Approved	618LSHOWALTER	618AHERRERA	01/09/23	

**RAY-MAC PAINTING, INC.**

79 DAILY DRIVE, SUITE 189 CAMARILLO, CA 93010

VENTURA: (800) 939-0676 • LOS ANGELES: (310) 456-1292 • FAX: (805) 676-1900

WWW.RAYMACPAINTING.COM • raymacpainting@roadrunner.com

December 27, 2022

Attn: Ken Thomas
Conejo Valley Unified School District
750 Mitchell Rd.
Newbury Park, CA 91320
P: (805) 857-6724
E: kthomas@conejousd.org

PROJECT: Thousand Oaks High School – Signage

SUBJECT: Cost Proposal/Estimate – Paint new signage at Thousand Oaks High School
The following is a cost proposal/estimate for the above referenced project. The scope of work is as follows: prepare, spot prime, sand, and apply (2) finish coats of A industrial paint.

Total: \$ 3,340.75

Excludes all other work not noted. Ray-Mac Painting, Inc. is looking forward to working with you on a mutually rewarding project. Some of our work can be viewed on Raymacpainting.com web site. All work will be according to standard practices and in a workmanlike manner to include all labor, materials, equipment, taxes, and insurance. All surfaces not to be painted will be protected. Upon acceptance this proposal shall be incorporated in total into the subcontract. Questions or clarifications please contact our office.

Respectfully Submitted,

Ray McGee, Operations Manager
Cell (805)857-5308
raymacpainting@roadrunner.com
cc: file

Accepted By:

Signature_____
Printed Name

Dated _____



Conejo Valley Unified School District
1400 E. Janss Road, Thousand Oaks, CA 91362

District Contact: Tim McCabe, Director, Planning & Construction
E-Mail: tmccabe@conejousd.org
Contact Phone Number: 805-498-4557 ext. 153

FIELD CONTRACT
Terms and Conditions up to \$14,999

Project Name: **Interior and/or Exterior Painting**
Project Number: MP21/22-30-TOH

THIS FIELD CONTRACT (this "Contract") is made and entered into this 1st day of July, 2022 (the "Effective Date"), by and between **Ray-Mac Painting, Inc.** ("Contractor") and Conejo Valley Unified School District ("District"). Contractor and District are sometimes individually referred to herein as a "Party" and sometimes collectively referred to herein as the "Parties."

WITNESS: The Parties do hereby contract and agree as follows:

1. In consideration of the sum specified on a duly signed and approved purchase order (the "Contract Price"), Contractor agrees to perform the work specified on the purchase order (the "Work").
2. Work shall be completed at **Conejo Valley Unified School District Sites** (the "Site").
3. Contractor shall commence the Work upon receipt of Purchase Order and shall complete the Work on or before June 30, 2023.
4. Contractor shall provide all labor, equipment, materials, tools, utility services and transportation necessary to complete the Work in a workmanlike manner, in accordance with the terms and conditions of this Contract.
5. Payment shall be made upon satisfactory completion of and acceptance of the Work, as determined by District in its reasonable discretion.
6. Inspection shall be performed by the District Project Manager or IOR, or a designee on behalf of District.
7. Contractor shall guarantee all labor and materials used in the performance of this Contract for a period of 365 calendar days (one year) from the date of acceptance by District.
8. Insurance requirements for Contractor and Contractor's subcontractors of any tier shall be as set forth in this Contract. Minimum coverage amounts for each policy of insurance required of Contractor and Contractor's subcontractors shall be as follows:

Commercial General Liability Insurance	
Each Occurrence	\$1,000,000.00
General Aggregate.....	\$2,000,000.00
Products/Completed Operations.....	\$1,000,000.00
Personal & Advertising Injury.....	\$1,000,000.00
Fire Damage Legal.....	\$ 50,000.00
Vehicle Liability Insurance	
Combined Single Limit.....	\$1,000,000.00
Workers' Compensation	
& Employers' Liability, Each Occurrence	
Statutory	
\$1,000,000.00	
Pollution Liability (required for hazardous materials, waste haulers, pest control)	
Each Occurrence	\$1,000,000.00
Or as statutorily mandated by regulatory agencies.	

9. This Contract includes the attached General Conditions which are incorporated herein by reference. Contractor, by executing this Contract, agrees to comply with each and every such term and condition, including the fingerprint certification. This Contract also includes all the below-referenced documents, which are incorporated herein by reference and which shall be collectively referred to herein as the "Contract Documents."

☒ Scope of Work/Specifications – Painting work as identified, proposed, and approved via purchase order.

- ☒ Liability Insurance Certificates with District designated as an additional insured
- ☒ Workers' Compensation Certificate
- ☒ Fingerprint Certificate, if required (section 16)
- ☒ Total Cost: \$ 3,340.75 per attached Proposal from Contractor dated Dec 27, 2022

\$3,340.75

10. Pursuant to the General Conditions and applicable law, the current Department of Industrial Relations ("DIR") registration information of Contractor is as follows:
 DIR Registration Number: 1000012465 Expiration Date: June 30, 2024

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Effective Date by and through the signatures of their respective duly-authorized representatives.

"CONTRACTOR" – Ray-Mac Painting, Inc.

Project Number: MP21/22-30-TOH

Contractor's License #888007



 Signature

 Print Name

 Title

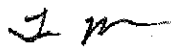
1810 Via Aracena
 Address

Camarillo, CA 93010
 City/State/Zip

805-857-5308
 Phone/Fax Numbers

raymacpainting@roadrunner.com
 E-mail Address

"DISTRICT" - CONEJO VALLEY UNIFIED SCHOOL DISTRICT



 Tim McCabe

Director, Planning & Construction
 Title

ReqPay99c

Requisition Snapshot with Payments

Vendor - Blank		Fiscal Year 2023	
Requisition Number 60477/3		Requisition Date 01/09/2023	
Summary			

Created by	618DHANNA, 1/4/2023	PO #	B23-00930	Goods & Services
Department	PURCH	Responsibility		Academic Dept
Status	Complete			
On Hold	No	Attachments	Yes	
Requisitioner	Debra Hanna	Board Date		Non Taxable 3,340.75
Order Site	59D - DOC - PLANNING AND FACILITIES			Taxable .00
Delivery Site	59D - DOC - PLANNING AND FACILITIES			Tax (7.2500) .00
Delivery Date		Room		Shipping (0.00) .00
Project				Adjustment .00
Info	TOH-09 Paint-Marquee MMR			Requisition Total 3,340.75

Requisition Vendor Information

060477/3 RAY-MAC PAINTING INC
79 DAILY DRIVE, SUITE 189 , CAMARILLO, CA 93010

Purchasing

PO Date	01/09/2023	PO Printed Date	01/09/2023	Buyer	AHERRERA - ALEX
Quote		Quote Date			HERRERA

Line Items

Change Level 0

Description	Stores Item #	Unit	Order Qty	Rcvd Qty	Unit Price	Extended
Project # MP21/22-30-TOH BLANKET PO TO						
1 Furnish and Install materials to paint the metal support that supports the new marquee @ TOH		EACH	1		3,340.7500	3,340.75

ATTACHED PROPOSAL & FC ISSUED

Accounts

	Amount	Encumbered	Expensed	Outstanding
(162561) 212- 5810- 9010- 0- 0000- 8500- 200- 000- 1 20M- 0	3,340.75		3,340.75	
(2023) TOHS,MOD,Other Services				

Invoice/Payment Information

Invoice #	Invoiced	Check #	Paid	Status	Invoice Amount	Payee Id
9449	01/10/2023	5018967384	01/12/2023	Check Cleared	3,340.75	060477/3

Approvals

Level	Sub Level	Status	Approver	Approved By	Approved	Comment
20	0	Approved	618TMCCABE	618TMCCABE	01/05/23	
20	0	Approved	618NHILL	618NHILL	01/06/23	
27	0	Approved	618VHAYEK	618VHAYEK	01/06/23	
30	0	Approved	618STUCKER	618RKIUNKE	01/09/23	
30	0	Approved	618RKIUNKE	618RKIUNKE	01/09/23	
30	0	Approved	618NSAND	618RKIUNKE	01/09/23	
30	0	Approved	618NHILL	618NHILL	01/06/23	
30	0	Approved	618CCHARLES	618RKIUNKE	01/09/23	
30	0	Approved	618BJOHNSON	618RKIUNKE	01/09/23	
60	0	Approved	618AHERRERA	618AHERRERA	01/09/23	
60	0	Approved	618AFRUTOS	618AHERRERA	01/09/23	
60	0	Approved	618LSHOWALTER	618AHERRERA	01/09/23	

ESCAPE ONLINE

Page 1 of 1



January 19, 2023

Via electronic email tmccabe@conejouisd.org

Mr. Tim McCabe
Director, Planning and Construction
Conejo Valley Unified School District
1400 E. Janss Road
Thousand Oaks, CA 91362

Re: Public Records Act Request for documentation related to: **Thousand Oaks High School Marquee Project**

Dear Mr. McCabe:

The Construction Industry Force Account Council (CIFAC) is a construction industry supported non-profit organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent, and objective process.

We have several questions concerning the above referenced project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies of project advertisement/noticing for bidding (How procured)
2. Copy of all estimates provided by all vendors/contractors to district
3. Copy of all contracts and/or purchase orders between all vendors/contractors and District
4. Copies of all/any change orders issued to vendors/contractor(s)
5. Copy of all Time Cards/Wages paid, for any district employees. (If worked on any portion of project)
6. Copies of all invoices submitted by vendors/contractors for payment
7. Copies of all payments/checks made to vendors/contractors

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by January 30, 2023. Please contact me if you have any questions at (805) 419-1543.

Sincerely,

Anthony Morelli
Southwestern Regional Compliance Manager
Construction Industry Force Account Council
amorelli@cifac.org www.CIFAC.org
(805) 419-1543 Cell

BOARD OF EDUCATION

Lauren Gill, President
Cindy Goldberg, Vice President
Lisa Evans Powell, DSW, Clerk
Bill Gorback, Trustee
Karen Sylvester, Trustee

SUPERINTENDENT

Mark W. McLaughlin, Ed.D.

January 30, 2023

Via Email

amorelli@cifac.org

Re: January 19, 2023 - California Public Records Request

Dear Anthony Morelli:

This correspondence responds to your January 19, 2023 request for public records from the Conejo Valley Unified School District ("District") under the California Public Records Act ("CPRA"; Gov't Code § 6250 *et seq.*).

The District responds as follows.

Request:

"Re: Public Records Act Request for documentation related to: Thousand Oaks High School Marquee Project:

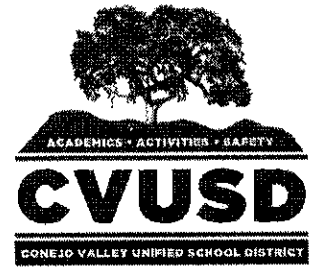
- 1. Copies of project advertisement/noticing for bidding (How procured)*
- 2. Copy of all estimates provided by all vendors/contractors to district*
- 3. Copy of all contracts and/or purchase orders between all vendors/contractors and District*
- 4. Copies of all/any change orders issued to vendors/contractor(s)*
- 5. Copy of all Time Cards/Wages paid, for any district employees. (If worked on any portion of project)*
- 6. Copies of all invoices submitted by vendors/contractors for payment*
- 7. Copies of all payments/checks made to vendors/contractors"*

Response:

The District has determined it is in possession of records responsive to your requests. The responsive records are provided in the subsequent pages of this PDF.

The District is aware of its obligation under Government Code to assist you in making more focused and effective requests that reasonably describe an identifiable record or records. If you wish to further clarify your request, or if the District has misinterpreted your request, please contact the District at your convenience.

Sincerely,
Conejo Valley Unified School District



Anthony Morelli

From: Anthony Morelli
Sent: Wednesday, March 15, 2023 12:58 PM
To: Gold, Kimberly
Cc: McCabe, Timothy; Hayek, Victor
Subject: RE: CIFAC Additional CPRA Request - TOHS Marquee Project Landscaping

Kimberly Gold
Conejo Valley USD

Re: Additional documents related to the **Thousand Oaks High School Marquee Replacement, Project # MP21/22-30-TOH**

This is a follow-up Public Records Act request for documents related to **Hardscape/Landscaping** work for the project identified above.

CIFAC would additionally like to review the following:

1. Copies of estimate, contract, purchase order, invoice and payment for contractor(s) who performed the hardscape/Landscaping.
2. If hardscape/Landscape work was performed by district employees, please provide copies of: Employee work logs, timecards/compensation costs for the employees who worked on the project, including any inspectors and/or supervisors.
3. Copies of invoices for all material used: Concrete work, boulders, trees, shrubs, flowers, wood chips/bark/mulch, irrigation supplies, sand/stone ground cover, etc.

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 7900 et seq. Please contact me should you have any questions at (805) 419-1543. *(Documents may be sent via electronic mail)*

Regards,

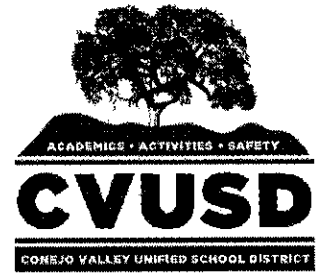
Anthony Morelli
Southwest Regional Compliance Manager
Construction Industry Force Account Council
PO Box 2442, Camarillo, CA 93011-2442
805-419-1543 Amorelli@CIFAC.org www.CIFAC.org

From: Gold, Kimberly <KGold@conejousd.org>
Sent: Tuesday, March 7, 2023 1:20 PM
To: Anthony Morelli <amorelli@cifac.org>
Cc: McCabe, Timothy <tmccabe@conejousd.org>; Hayek, Victor <VHayek@conejousd.org>
Subject: EXTERNALRE: CIFAC CA Public Records Act Request - TOHS Marquee Project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Page 65 of 81

BOARD OF EDUCATION

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 Lisa Evans Powell, DSW, Clerk
 Bill Gorback, Trustee
 Karen Sylvester, Trustee



SUPERINTENDENT

Mark W. McLaughlin, Ed.D.

March 20, 2023

Via Email

amorelli@cifac.org

Re: March 15, 2023 - California Public Records Request

Dear Anthony Morelli:

This correspondence responds to your March 15, 2023 request for public records from the Conejo Valley Unified School District ("District") under the California Public Records Act ("CPRA"; Gov't Code § 6250 *et seq.*).

The District responds as follows.

Request:

"Re: Additional documents related to the Thousand Oaks High School Marquee Replacement, Project # MP21/22-30-TOH. This is a follow-up Public Records Act request for documents related to Hardscape/Landscaping work for the project identified above.

CIFAC would additionally like to review the following:

1. Copies of estimate, contract, purchase order, invoice and payment for contractor(s) who performed the hardscape/Landscaping.
2. If hardscape/Landscape work was performed by district employees, please provide copies of: Employee work logs, timecards/compensation costs for the employees who worked on the project, including any inspectors and/or supervisors.
3. Copies of invoices for all material used: Concrete work, boulders, trees, shrubs, flowers, wood chips/bark/mulch, irrigation supplies, sand/stone ground cover, etc."

Response:

The District has determined it is in possession of records that are responsive to this request. Please find the responsive records in the subsequent pages of this PDF.

Sincerely,

Conejo Valley Unified School District



Conejo Valley USD
Conejo Valley USD Work Order System

Work Order Cost Summary

Contact: Samuel Tellez

Property: Thousand Oaks High School

Location: Campus Wide

Description: MEASURE-I PLANING PROJECT

WO Number: FY22-23-19179

Created Date: 1/27/2023

Last Action Taken: Install the drip system for the new plants under the marquee, hand water the plants and replaced 1-1/2" ball valve. *

EMPLOYEE SPECIFIC LABOR

Date	Employee	Hours	Rate	BudgetName	Total
1/27/2023	Tellez, Samuel	3.000000	37.2700		\$111.81
1/27/2023	Navarette, Steve	3.000000	37.2700		\$111.81
Subtotals:		6.000000			\$223.62

TRADE RATE LABOR

There are no trade rate labor-related transactions for this work order.

MATERIALS

Date	Inventory Item	Quantity	PO Number/Notes	Supplier	Total
1/27/2023		1	PO#: Notes:		\$150.00
Subtotal material cost:					\$150.00

OTHER COSTS

There are no other cost transactions for this work order.

Total Hours: 6.00

Total Costs: **\$373.62**

Marquee

CHARGE AUPS 164368

APPROVED FOR PAYMENT

BY TM

DATE 2-23-23



Conejo Valley USD
Conejo Valley USD Work Order System

Work Order Cost Summary

Contact:

Property: Thousand Oaks High School

Location: Outdoor

WO Number: FY22-23-18178

Created Date: 1/27/2023

Description: Measure I planning project. Purchase and install at new marquee more plants and wood chips.

Last Action Taken: MET WITH SUPERVISOR AT THE NURSERY FIRST THING IN AM TO PURCHASE PLANTS AND WOOD CHIPS. PLANTS AND WOOD CHIPS HAVE BEEN INSTALLED. *

EMPLOYEE SPECIFIC LABOR

Date	Employee	Hours	Rate	BudgetName	Total
1/27/2023	Payette, Matthew	6.000000	30.0000	GR - Grounds Department Budget	\$180.00
1/27/2023	Navarette, Steve	2.000000	37.2700	GR - Grounds Department Budget	\$74.54
1/27/2023	Onsgard, Ronnie	2.000000	20.0000	GR - Grounds Department Budget	\$40.00
1/27/2023	Gallardo, Eric	2.000000	25.0000	GR - Grounds Department Budget	\$50.00
Subtotals:		12.000000			\$344.54

TRADE RATE LABOR

There are no trade rate labor-related transactions for this work order.

MATERIALS

There are no material-related transactions for this work order.

OTHER COSTS

There are no other cost transactions for this work order.

Total Hours: 12.00

Total Costs: **\$344.54**

MARQUEE

CHARGE AUAS 104368

APPROVED FOR PAYMENT

BY TMDATE 2-23-23



Conejo Valley USD
Conejo Valley USD Work Order System

Work Order Cost Summary

Contact:

Property: Thousand Oaks High School

Location: Outdoor

Description: Measure I Planning Project

WO Number: FY22-23-19191

Created Date: 1/27/2023

Last Action Taken: Thursday 1/26/23 meet Grounds Supervisor at Nursery purchased various plants , traveled to TOHS , prep
planter bed installed plants at new Marquee planter bed , cleaned up area *

EMPLOYEE SPECIFIC LABOR

Date	Employee	Hours	Rate	BudgetName	Total
1/27/2023	Brisley, Enrique	4.500000	35.0000	GR - Grounds Department Budget	\$157.50
Subtotals:		4.500000			\$157.50

TRADE RATE LABOR

There are no trade rate labor-related transactions for this work order.

MATERIALS

There are no material-related transactions for this work order.

OTHER COSTS

There are no other cost transactions for this work order.

Total Hours: 4.50

Total Costs: **\$157.50**

ma a-ef

CHARGE AUAS 164368

APPROVED FOR PAYMENT

BY TMDATE 2-23-23



Conejo Valley USD
Conejo Valley USD Work Order System

Exhibit M

Work Order Cost Summary

Contact: Samuel Tellez

Property: Thousand Oaks High School

Location: Campus Wide -

Description: Measure 1 planning project.

WO Number: FY22-23-19377

Created Date: 2/1/2023

Last Action Taken: Work completed installing new rotors sprinklers by the marquee area. *

EMPLOYEE SPECIFIC LABOR

Date	Employee	Hours	Rate	BudgetName	Total
2/1/2023	Tellez, Samuel	4.000000	37.2700		\$149.08
Subtotals:		4.000000			\$149.08

TRADE RATE LABOR

There are no trade rate labor-related transactions for this work order.

MATERIALS

There are no material-related transactions for this work order.

OTHER COSTS

There are no other cost transactions for this work order.

Total Hours: 4.00

Total Costs: **\$149.08**

Marquee

CHARGE ALIAS 164368

APPROVED FOR PAYMENT

BY TM

DATE 2-23-23

120M

Exhibit M

Conejo Valley USD
Conejo Valley USD Work Order System

Work Order Cost Summary

Contact:

Property: Thousand Oaks High School

Location: Outdoor

WO Number: FY22-23-10480

Created Date: 2/3/2023

Description: Measure L.. Purchase and deliver one white crepe myrtle, multi-trunk.

Last Action Taken: PURCHASED ONE MULTI-TRUNK CREPE MYRTLE AND DELIVERD TO TOHS. *

EMPLOYEE SPECIFIC LABOR

Date	Employee	Hours	Rate	BudgetName	Total
2/3/2023	Payette, Matthew	2.000000	30.0000	GR - Grounds Department Budget	\$60.00
2/3/2023	Putnam, Joshua	2.000000	25.0000	GR - Grounds Department Budget	\$50.00
Subtotals:		4.000000			\$110.00

TRADE RATE LABOR

There are no trade rate labor-related transactions for this work order.

MATERIALS

There are no material-related transactions for this work order.

OTHER COSTS

There are no other cost transactions for this work order.

Total Hours: 4.00

Total Costs: **\$110.00**

MA-RUB

CHARGE AUAS 164388

APPROVED FOR PAYMENT

BY TMDATE 2-23-23



Exhibit N

Nov 1, 2022 at 11:30:41 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School



Nov 1, 2022 at 11:31:15 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School

Exhibit N



Jan 19, 2023 at 10:56:07 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School

Exhibit N



Jan 19, 2023 at 10:56:28 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School

Exhibit N

Mar 15, 2023 at 11:05:15 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School

Exhibit N



Mar 15, 2023 at 11:05:31 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School

Exhibit N



Mar 15, 2023 at 11:05:47 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School

Exhibit N



Mar 15, 2023 at 11:06:34 AM
Thousand Oaks CA 91360
United States
Thousand Oaks High School

Exhibit N





CIFAC
Construction Industry Force Account Council

Exhibit O

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org

April 10, 2023

Dr. Victor Hayek
Deputy Superintendent, Business
Services
Conejo Valley Unified School District
1400 E. Janss Road
Thousand Oaks, CA 91362

Sent Via Certified Mail: April 10, 2023



KwikCompli
Mobile App



Re: Request for California Uniform Construction Cost Accounting Commission review of the practices used by the Conejo Valley Unified School District on the Thousand Oaks High School Marquee Replacement Project, pursuant to Public Contract Code Section 22042.5

Dear Dr. Viktor Hayek,

This letter shall serve as a formal notice to the Conejo Valley Unified School District (CVUSD) that the Construction Industry Force Account Council (CIFAC) has requested a Commission review of the Thousand Oaks High School Marquee Replacement Project pursuant to Public Contract Code Section 22042.5.

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.

The aggregate value of the project was \$181,000, which exceeds the bid threshold established by the Commission. We believe that the project in question should have been let to bid per Public Contract Code Section 22034.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

Sincerely,

Michelle Pickens



CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



KwikCompli
Mobile App



Item 11B

April 17, 2023

John Nunan, Chair
California Uniform Construction Cost
Accounting Commission
Office of the State Controller
Local Government Programs and
Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250

Sent Via Certified Mail: April 17, 2023

Re: Request for Commission review of the practices used by the Turlock Unified School District (TUSD) on the Turlock High School R Wing Rooms 1-10 Flooring Project, pursuant to Public Contract Code Section 22042.5

Dear Chair Nunan,

This letter shall serve as a formal request for a Commission review concerning the Turlock Unified School District. We believe that they have violated the California Public Contract Code, Section 22034, by failing to bid the work associated with the Turlock High School R Wing Rooms 1-10 Flooring Project.

The aggregate value of the project exceeds the bid threshold established by the Commission. We request that the Commission review the District's practices pursuant to Section 22042.5 of the Public Contract Code listed below:

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.

Background:

The Turlock Unified School District (TUSD) utilized a cooperative purchasing contract through Sourcewell to remove and replace flooring in ten rooms at Turlock High School. The project was split into ten separate projects, all performed at the same time, the same location, the same scope of work and by the same contractor. The individual amount per room was \$6,658.02 x 10 rooms, with a total project value of \$66,580.20.

According to their website, "Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract



award process for the benefit of its members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services."

Sourcewell solicited RFP's back in 2019 from flooring firms, of which Tarkett Alliance was awarded a contract. The advertisement was placed June 13, 2019 in Utah's The Salt Lake Tribune; in USA Today; in South Carolina's The State; and on the Sourcewell website www.sourcewell-mn.gov; Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>; Biddingo,; Merx, The New York State Contract Reporter www.nyscr.ny.gov; PublicPurchase.com, and on June 14, 2019 in Oregon's Daily Journal of Commerce.

It is important to note that the contract award was not based on lowest bid and that the **proposer/contractor must pay Sourcewell a percentage for all work performed under their contract(s).**

Tarkett Alliance provides a nationwide list of approved dealers that may be subcontracted the work. In this instance, R-J inc. DBA RJ Commercial Flooring Company was chosen to perform the work.

Although we understand that cooperative purchasing is allowed under state law, we believe that the project in question was not advertised according to the requirements of Public Contract Code Section 22034 and the district is in violation. By circumventing these requirements, there is no local advertising, which was the intent of the Act.

The Commission's Legal Counsel previously opined *"As a general doctrine of law, a third party agent stands in the shoes of the principal (the hirer). The third-party agent is still restrained by all the laws and regulations as the principal, and likewise, the principal is liable for the acts of their third-party agent. Here, there is not really a gray area under the Act's code or under the general legal doctrine. A signatory cannot use a third-party procurement agent to circumvent compliance with the act. The best way to think about it is to understand that when a third-party agent acts on behalf of a principal, they act as though they are the principal."*

Project Details

Project Name- Turlock High School R Wing Rooms 1-10 Flooring Project

Project Bid Date- June 13, 2019

Project Bid Rejection Date- N/A

Project Low Bid Dollar Amount- N/A

Project Agency Cost- \$66,580.02

Work Performance: Tarkett Alliance provided material and subcontracted work to R-J inc. DBA RJ Commercial Flooring Company

District Contact: Barney Gordon, Assistant Superintendent
1574 E Canal Drive



Turlock, CA 95380
(209) 667-0632 Ext. 2302
bgordon@turlock.k12.ca.us

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

We have mailed a copy of our complaint to the TUSD and have attached a copy of that letter for your records. The point of contact receiving this notice for the District is Barney Gordon.

Please feel free to contact Michelle Pickens if you should have any questions regarding this complaint. We request that you notify us in writing of the findings of the Commission.

Sincerely,



Michelle Pickens, Executive Director
2420 Martin Road, Suite 250
Fairfield CA, 94534
mpickens@cifac.org

Enclosures: **TIMELINE OF EVENTS:** Exhibit documents are identified as follows:

Exhibit "A"

June 13, 2019 Sourcewell RFP and Addendums-Flooring 080819

Exhibit "B"

June 13, 2019 Sourcewell Ads-Flooring 080819

Exhibit "C"

Nov., 2019 Sourcewell Board approves contract with Tarkett Alliance

Exhibit "D"

Tarkett Contract

Exhibit "E"

Tarkett list of approved dealers/RJ Commercial Flooring Company



Exhibit “F”

Nov. 7, 2022 PRA Request to District

Exhibit “G”

March 11, 2022 Proposals from RJ Flooring

Exhibit “H”

June, 2022 H - RJ Flooring Purchase Orders and Invoices

Exhibit “I”

Map of R Wing

Exhibit “J”

April 13, 2023 Copy of Request for Commission Review Letter to TUSD





**RFP #080819
REQUEST FOR PROPOSALS
for
Flooring Materials, with Related Supplies and Services**

Proposal Due Date: August 8, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 13, 2019
Pre-proposal Conference:	July 19, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 01, 2019, 4:30 p.m., Central Time
Proposal Due Date:	August 8, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 8, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials, with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:
 - a. All indoor/outdoor, resilient, ceramic tile, porcelain tile, wood, hardwood, linoleum, rubber, vinyl, broadloom, carpet tile, epoxy, and any other flooring hybrid, floor mats, and rugs;
 - b. Supplies related to the removal, installation, maintenance, and cleaning of flooring materials; and,
 - c. Services related to the removal, installation, maintenance, and cleaning of flooring materials.

The proposer's primary offering must be the flooring materials described in subpart 1.a above.

2. The primary focus of this solicitation is on Flooring Materials, with Related Supplies and Services. This solicitation should NOT be construed to include:
 - a. Indoor/outdoor athletic, recreational or sport surfaces; and
 - b. Offerings of "supply only", "services only", or "supply and services only" solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in the following contracts currently maintained by Sourcewell:
 - a. Athletic Surfacing RFP#0605718

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Members’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcwell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcwell Evaluator Scoring Guide (available in the Sourcwell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcwell's Executive Director, and delivered to the Sourcwell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcwell's notice of contract award(s) or non-award and must be time stamped by Sourcwell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



7/2/2019

Addendum No. 1

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP on Page 3 item 2 & 3, mentions that this solicitation should not include Indoor/outdoor athletic recreational or sport surfaces.

Our company provides flooring for multiple applications within the Education segment, Classrooms, corridors, labs, cafeterias, common spaces etc., but also gymnasiums, weight rooms, indoor & outdoor tracks etc. Would we still be able to submit all of our products for consideration on this specific RFP?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section III. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To show the supplier has a license to do business in each state, will an Assistant Secretary's Certificate signed by legal counsel suffice?

Answer 1: It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

Question 2:

No. 28: Does Customer Service refer to account administration, flooring installation, claims (problems with installation), or to all of these?

Answer 2: It is left to the discretion of each proposer to determine and articulate their approach to customer service as it relates to the requested equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/9/2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 3

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell accept the submission of hyperlinks within the answers included in the response?

Answer 1:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. [#4]

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section II, B 1a outlines that Sourcewell is looking for tile, hardwood, linoleum etc. We specialize in floor mats only. Is it okay to submit a bid with floor mats only, or do we have to bid on all items in the list?

Answer 1: Sourcewell relies on each prospective vendor to determine whether or not the requested equipment, products, or services as described in the RFP aligns with your business offerings. The Pre-Proposal Conference scheduled for July 19, 2019, may also be helpful to you in determining whether or not this opportunity is a fit for your organization.

Question 2:

When submitting Documents, the Marketing plan / Samples means we would have to include our product brochures?

Answer 2: It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 5

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would we be allowed to add additional products even after the contract has been awarded?

Answer 1: Refer to Section 4, within the template Contract, for guidance related to the statement of product changes during the term of an awarded contract.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/22/2019

Addendum No. 6

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is required if a proposer elects to propose a product that deviates from industry standard?

Answer 1:

Refer to RFP Section II. C. 2., for directions applicable to a proposer that proposes a product (or products) deviating from industry standard.

Question 2:

At what point would Sourcewell need to verify information or request clarification concerning equipment, products, or to produce samples? Would this take place before the due date?

Answer 2:

Any request for clarification, or request to provide samples, will occur after the RFP due date and before notification of award/non-award decisions.

Question 3:

Where products or services don't have a Manufacturer's Suggested Retail Price (MSRP). Are you asking that we provide the cost as well as the mark-up price we determine? Or, are you asking that we indicate what the retail price or list price we determine for all customers along with the contract price we would give you based on the volume of work?

Answer 3:

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Estimating the total cost and acquisition of proposed equipment, products, and services delivered and operational to its intended member's location? Are you asking us to provide a general price point/example of what we would charge for the shipping, handling, and securing of products, equipment, and services to a location?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach, including identification of costs that are not included in proposed product or service pricing, aligned with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Is this contract inclusive of supplying to Canada, or is it optional?

Answer 5:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada.

Question 6:

Please provide us with an estimate of what a 1% or 2% Administrative Fee looks like; and must this fee accompany the contract upon acceptance of the award?

Answer 6:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose

an administrative fee that is consistent with its business and its industry. No administrative fee is due at the time of contract award.

Question 7:

Can we request a modification to the Contract terms, conditions, or specifications to determine whether or not it is relevant to our proposal?

Answer 7:

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, with the award notification.

Question 8:

How we can check the boxes to indicate we have received Addendums 1-5 so that we are taken out of a withdrawn state.

Answer 8:

Each proposer will acknowledge review of each Addendum when completing Step 3 of the proposal submission process. If the response has been withdrawn due to the issuance of an addendum, the proposer must again complete Steps 1-5 to submit the proposal.

Question 9:

Our supply rates are exclusively for projects and clients in Canada, would this qualification be accepted?

Answer 9:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability serve

Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 10:

Would we lose points or risk potentially being rejected should we also offer another range of flooring products that falls in the athletic surfaces category but also offer a multipurpose use? For example, a gymnasium floor that can also be installed in multipurpose rooms or corridors.

Answer 10:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 11: Is there a suggested outline to categorize, or do we produce our own from which a sub-category may derive?

Answer 11:

Each proposer may determine whether a sub-category descriptor (or descriptors) applies to the products, equipment and services offered in the proposal and include those details (if any) in the response to question 17.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/22/2019, is required at the time of proposal submittal.



7/26/2019

Addendum No. 7

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell looking for pricing to be submitted in both US and Canadian Dollars? Or will you accept a price list in US dollars with the understanding it will be converted to Canadian upon request at current exchange rates?

Answer 1:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/26/2019, is required at the time of proposal submittal.

Exhibit "B"

[Home/Dashboard](#) > [List of Bidding/Bidding List](#) > [Solicitation Details](#)

Bidding

Type 1 Bid Notice Only

☒ Publish

☐ Bid Announcements ▼

Publish /Verify Contents

Save as Template ▼

☐ Doc. Taker's List


Solicitation Setting


[\(/viewDocTakerInformation/429466/32032628\)](#)

✓ Invite Bidders	No
✓ Evaluate Response online	No
✓ Internal Approval	No

Solicitation Details



Mandatory Information

Solicitation Type	RFP	Solicitation Number	080819
Solidtation Name	Flooring Materials, with Related Supplies and Services	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Advertisement



Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	06/13/2019	Closing Date & Time	08/08/2019 16:30:00 CT

Basic Settings

[Home/Dashboard](#) > [List of Biddings/Bidding List](#) > [Solicitation](#)

Publish Option

 Value Range for this
Solicitation Not Applicable

- ☒ Publish
- ☐ Bid Announcements ▼

☐ Doc. Taker's List

([viewDocTakerInformation/429466/32032628](/viewDocTakerInformation/429466/32032628))

Selected Categories

Construction

Building Projects/ Renovation/ Demolition Projects

Building Construction, Concrete Work, Sidewalks, Steel, Aluminum, Metal Fabrication, Mortar Renovation, Stone Cladding, Flooring Supplies And Services, Carpentry And Wood Services, Demolition Civil Works, Earth Moving, Site Preparation, Masonry Works, Underground Storage, Fences, Pallet Racking, Millwork, Waterproofing, Parking Lots, Modular Homes, etc

Construction Hardware

Doors, Windows, Hand-Held Tools, Lumber, Drywall, Handles, Knobs, Fence Materials, Hammers, Nails, Screws, Wires, Locks, Water Meter, Carpets, Floor Materials, Window Blinds etc

[Home \(Dashboard\)](#) > [List of Biddings \(Bidding List\)](#) > [Solicitation Details](#)

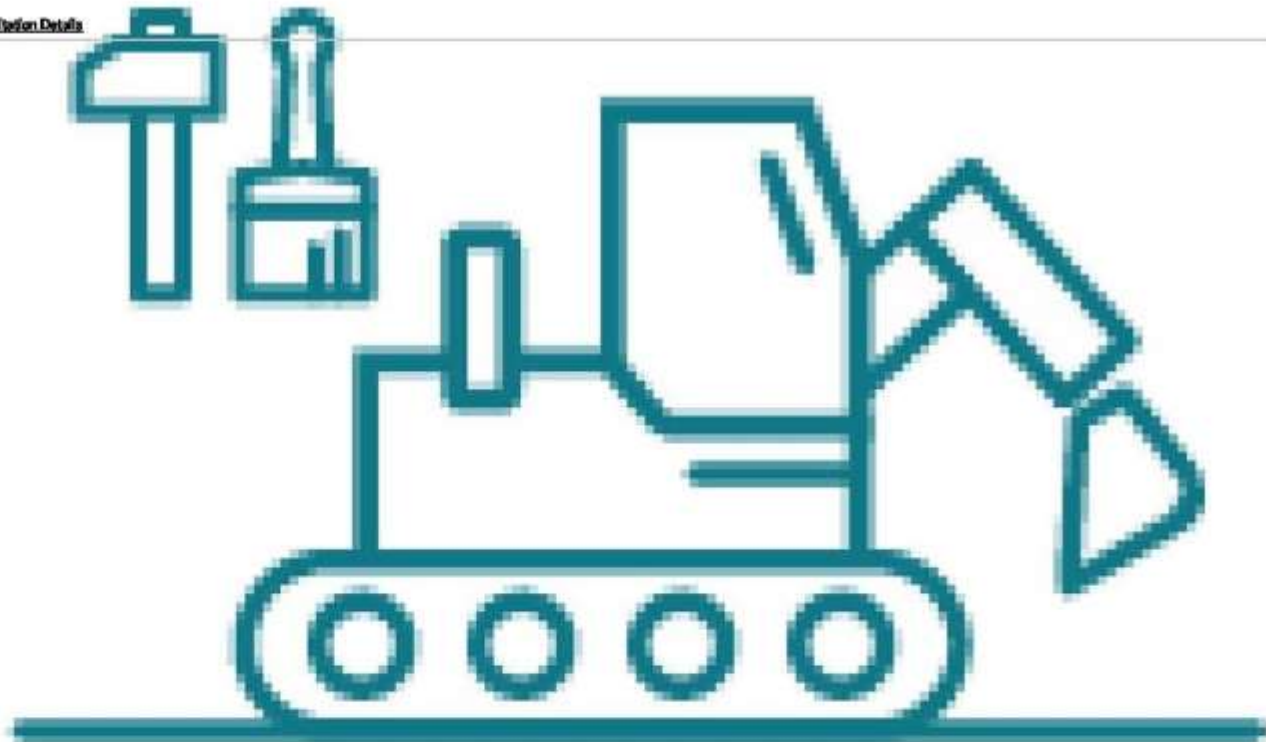
☒ Publish

☐ Bid Announcements ▼

☐ Doc. Taker's List



([View Doc Taker Information/429466/32032628](#))



Solicitation Overview

Solicitation Overview

[Home \(Dashboard\)](#) > [List of Bidding \(Bidding List\)](#) > [Solicitation Details](#)
☒ Publish

☐ Bid Announcements ▼

☐ Doc. Taker's List

[\(viewDocTakerInformation/429466/32032628\)](#)


Flooring Materials, with Related Supplies and Services

080819

Closing Date: 08/08/2019 4:30:00 PM CT

Details:

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://portal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

AFFIDAVIT OF PUBLICATION

DJC



921 S.W. Washington St. Suite 210 / Portland, OR 97205-2810
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Michelle Ropp**, being first duly sworn, depose and say that I am a **Principal Clerk** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

FLOORING MATERIALS, WITH RELATED SUPPLIES AND SERVICES

Sourcewell; Bid Location Staples, MN, Todd County; Due 08/08/2019 at 04:30 PM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

6/14/2019

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE 14th DAY OF June, 2019

Michelle Ropp

Notary Public-State of Oregon

SOURCEWELL
FLOORING MATERIALS, WITH
RELATED SUPPLIES AND SERVICES
Proposals Due 4:30 pm,
August 8, 2019
REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered. Please see who this pertains to here: <http://www.sourcewell-mn.gov/oregon-advertising>
Published Jun. 14, 2019 11756348



Michael Munoz
Sourcewell
202 12th St NE
Staples, MN 56479-2438

Order No.: 11756348
Client Reference No:

Notice

Basic Information

Estimated Contract Value (CAD) \$75,000,000.00 (Not shown to suppliers)
Reference Number 0000153119
Issuing Organization Sourcewell
Owner Organization Sourcewell
Solicitation Type RFP - Request for Proposal (Formal)
Solicitation Number 080819
Title Flooring Materials, with Related Supplies and Services
Source ID PP.CO.USA.868485.C88455

Details

Location All of Canada, All of Canada
Purchase Type Term: 2019/10/01 09:00:00 AM EDT - 2023/09/30 09:00:00 AM EDT
Description Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Dates

Publication 2019/06/13 03:05:42 PM EDT
Question Acceptance Deadline 2019/08/01 05:30:00 PM EDT
Questions are submitted online No
Bid Intent Not Available
Closing Date 2019/08/08 05:30:00 PM EDT

Contact Information

Procurement Department
 218-894-1930
 RFP@sourcewell-mn.gov

Bid Submission Process

Bid Submission Type Electronic Bid Submission
Pricing In attached document
Pricing In attached document
Bid Documents List

Item Name	Description	Mandatory
Bid Documents	Documents defining the proposal	Yes

Documents

Documents

Document	Size	Uploaded Date	Language
How to obtain RFP [pdf]	112 Kb	2019/06/13 03:02:30 PM EDT	English

Categories

Selected Categories

GSIN Categories (71)	
G	Goods Goods
N72	Household And Commercial Furnishings And Appliances Household And Commercial Furnishings And Appliances
N72	Household and Commercial Furnishings and Appliances Household and Commercial Furnishings and Appliances
N7200	HOUSEHOLD AND COMMERCIAL FURNISHINGS AND APPLIANCES Household and commercial furnishings and appliances
N7210	HOUSEHOLD FURNISHINGS Household Furnishings includes Household Furnishings of Textiles, Plastics, Paper, Rubber, and other materials; Sheets, Pillows, Blankets, and other Bedding; Insect Bars; Tablecloths; Towels; Steamer Rugs; mattresses; Bedsprings, Box style (Fabric covered); Bedspring and Mattress Sets.
N7210A	BEDSPREAD BEDSPREAD
N7210AD	MATTRESS FRAMES MATTRESS FRAMES
N7210B	BLANKET, BED BLANKET, BED
N7210BD	BLANKET, BED, SYNTHETIC BLENDS BLANKET, BED, SYNTHETIC BLENDS
N7210BE	BLANKET, BED, WOOLEN (WOVEN) BLANKET, BED, WOOLEN (WOVEN)
N7210CA	BLANKET, TRAFFIC, EMERGENCY, DISPOSABLE FOR RCMP BLANKET, TRAFFIC, EMERGENCY, DISPOSABLE FOR RCMP
N7210DA	COVERS, MATTRESS COVERS, MATTRESS
N7210J	MATTRESS, BED MATTRESS, BED
N7210JA	MATTRESS, BED, COTTON/FELT MATTRESS, BED, COTTON/FELT
N7210JD	MATTRESS, BED, FOAM (79/02) MATTRESS, BED, FOAM (79/02)
N7210JE	MATTRESS, BED, INNER SPRING (NON-FIRE RETARDANT TICKING) MATTRESS, BED, INNER SPRING (NON-FIRE RETARDANT TICKING)
N7210JG	MATTRESS, BED, INNER SPRING, FIRE RETARDANT TICKING MATTRESS, BED, INNER SPRING, FIRE RETARDANT TICKING
N7210JH	MATTRESS, BED, NEOPRENE FOAM MATTRESS, BED, NEOPRENE FOAM
N7210K	MATTRESS, PNEUMATIC, EXCEPT SLEEPING BAG TYPE MATTRESS, PNEUMATIC, EXCEPT SLEEPING BAG TYPE
N7210MC	PAD, MATTRESS, QUILTED PAD, MATTRESS, QUILTED
N7210N	PILLOWCASE PILLOWCASE
N7210P	PILLOW, BED PILLOW, BED
N7210PB	PILLOW, BED SYNTHETIC, FIBRE EXCEPT POLYFOAM PILLOW, BED SYNTHETIC, FIBRE EXCEPT POLYFOAM
N7210PD	PILLOW, BED, NEOPRENE FOAM PILLOW, BED, NEOPRENE FOAM

GSIN Categories (71)		
N7210Q	SHEET, BED SHEET, BED	
N7210QB	SHEETS AND PILLOWCASES, BED SHEETS AND PILLOWCASES, BED	
N7210QC	SHEET, INSTITUTIONAL USE SHEET, INSTITUTIONAL USE	
N7210S	TABLECLOTHS TABLECLOTHS	
N7210SB	TABLECLOTH, NAPKINS, 100% POLYESTER, CMT, ONLY TABLECLOTH, NAPKINS, 100% POLYESTER, CMT, ONLY	
N7210T	TOWEL TOWEL	
N7210TA	TOWEL, BATH/HAND TOWEL, BATH/HAND	
N7210TAA	TOWEL, BATH/HAND, COTTON (79/2) TOWEL, BATH/HAND, COTTON (79/2)	
N7210XA	LINENS, HOUSEHOLD FURNISHINGS LINENS, HOUSEHOLD FURNISHINGS	
N7220	FLOOR COVERINGS Floor Coverings Includes Linoleum; Rubber and Asphalt Tile; Carpets; Rugs; Rug pads.	
N7220D	MAT, FLOOR MAT, FLOOR	
N7220DB	MATS, SLUSH MATS, SLUSH	
N7220DC	RUGS RUGS	
N7220DD	CARPET CARPET	
N7220DE	MAT, FLOOR, NYLON PILE FACE, VINYL BACKED MAT, FLOOR, NYLON PILE FACE, VINYL BACKED	
N7220DH	MAT, FLOOR, PLASTIC (VINYL) MAT, FLOOR, PLASTIC (VINYL)	
N7220DJ	CARPET, TILES, TUFTED CARPET, TILES, TUFTED	
N7220E	MATTING, FLOOR MATTING, FLOOR	
N7220EA	MATTING, FLOOR, COIR FIBRE MATTING, FLOOR, COIR FIBRE	
N7220EB	MATTING, FLOOR (RUNNERS) VINYL, RUBBER, SYNTHETIC RUBBER COMBINATION THERE OF MATTING, FLOOR (RUNNERS) VINYL, RUBBER, SYNTHETIC RUBBER COMBINATION THERE OF	(NEOPRENE) OR (NEOPRENE) OR
N7220F	TILES, RUBBER (FLOOR) TILES, RUBBER (FLOOR)	
N7220G	TILES, VINYL RESIN (FLOOR) TILES, VINYL RESIN (FLOOR)	
N7220H	LINOLEUM FLOOR COVERING LINOLEUM FLOOR COVERING	
N7220J	TILE, FLOOR AND WALL TILE, FLOOR AND WALL	
N7220L	CARPETING, NYLON, TUFTED CARPETING, NYLON, TUFTED	
N7230	DRAPERIES, AWNINGS AND SHADES Draperies, Awnings, and Shades Includes Curtains; Specialized Hardware and Fittings for Curtains, Draperies, Venetian Blinds, and Window Shades.	

GSIN Categories (71)	
N7230A	BLIND, WINDOW BLIND, WINDOW
N7230AB	BLIND, VENETIAN BLIND, VENETIAN
N7230AC	BLIND, VERTICAL, LOUVER (78/08) BLIND, VERTICAL, LOUVER (78/08)
N7230B	AWNINGS AWNINGS
N7230C	DRAPERY RODS AND HOOKS DRAPERY RODS AND HOOKS
N7230D	CURTAINS, SHOWER, PLASTIC CURTAINS, SHOWER, PLASTIC
N7230E	DRAPERIES/CURTAINS, CLOTH - SUPPLY AND INSTALLATION (INCLUDING HARDWARE) DRAPERIES/CURTAINS, CLOTH - SUPPLY AND INSTALLATION (INCLUDING HARDWARE)
N7240	HOUSEHOLD AND COMMERCIAL UTILITY CONTAINERS Household and Commercial Utility Containers Includes Refuse Cans; Sprinkling Cans; Clothes Hampers; Household Basket; Fabric Utility Containers.
N7240B	CAN CAN
N7240BA	CAN,ASH AND GARBAGE CAN,ASH AND GARBAGE
N7240BE	CAN, WATER, MILITARY CAN, WATER, MILITARY
N7240E	PAIL, UTILITY PAIL, UTILITY
N7240F	WASTE RECEPTACLES WASTE RECEPTACLES
N7290	HOUSEHOLD AND COMMERCIAL FURNISHINGS AND APPLIANCES, MISCELLANEOUS Miscellaneous Household and Commercial Furnishings and Appliances Includes Fireplace Sets; Vases and Urns; Household Sewing Machines.
N7290E	HANGER, COAT WIRE AND WOOD HANGER, COAT WIRE AND WOOD
N7290F	IRONING BOARD, HOUSEHOLD IRONING BOARD, HOUSEHOLD
N7290J	MISCELLANEOUS HOUSEHOLD AND COMMERCIAL APPLIANCES MISCELLANEOUS HOUSEHOLD AND COMMERCIAL APPLIANCES
N7290JA	IRONS - STEAM AND ELECTRIC IRONS - STEAM AND ELECTRIC
N7290JB	DRYERS - BODY, HAND AND HAIR DRYERS - BODY, HAND AND HAIR
N7290M	SEWING MACHINES, HOUSEHOLD, ELECTRIC SEWING MACHINES, HOUSEHOLD, ELECTRIC
N7290N	ELEMENTS, SMALL APPLIANCES (SPARE PARTS) ELEMENTS, SMALL APPLIANCES (SPARE PARTS)
N7290P	BASKET, WOVEN WIRE, HAND CART BASKET, WOVEN WIRE, HAND CART
N55	Lumber, Millwork, Plywood And Veneer Lumber, Millwork, Plywood And Veneer
N5510R	FLOORING, HARDWOOD FLOORING, HARDWOOD
MERX Category (1)	
G	Goods Goods

MERX Category (1)	
G13	Fabricated Materials Fabricated Materials
UNSPSC Category (1)	
30000000	Structures and Building and Construction and Manufacturing Components and Supplies
30160000	Interior finishing materials
30161700	Flooring

Document Request List

Document Request List

Organization Name	Main Contact	Download Date	City	Province/State
No document has been requested yet.				



The New York State Contract Reporter

*NYS' official source of contracting opportunities
Bringing business and government together*

This document printed
Wednesday, 06/12/2019

Contracting Opportunity

*** This ad has not been published. It has been reviewed and pending publication. ***

Title: Flooring Materials, with Related Supplies and Services
Agency: Sourcewell
Division: Procurement Department
Contract Number: 080819
Contract Term: 4 years, with potential 1 year extension.
Date of Issue: 06/13/2019
Due Date/Time: 08/08/2019 4:30 PM
Central Time
County(ies): All NYS counties
Classification: Facilities, Maintenance, Repair & Building Operations - *Commodities*
Opportunity Type: General
Entered By: Chris Robinson
Description: Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal <https://proportal.sourcewell-mn.gov>. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
Service-Disabled Veteran-Owned Set Aside: No

Contact Information

Primary contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

Submit to contact: Sourcewell
Procurement Department
Chris Robinson
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-895-4168
chris.robinson@sourcewell-mn.gov

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Bid RFP #080819 - Flooring Materials, with Related Supplies and Services

[\[Switch to Vendor View\]](#)
Bid Type RFP

Bid Number 080819

Title Flooring Materials, with Related Supplies and Services

Start Date Jun 13, 2019 1:48:10 PM CDT

End Date Aug 8, 2019 4:30:00 PM CDT

Agency Sourcewell

Bid Contact Chris Robinson
 (218) 895-4168
 rfp@sourcewell-mn.gov
 202 12th Street NE
 P.O. Box 219
 Staples, MN 56479-0219

Access Reports

 View reports on who has been notified of the bid or accessed it.
[\[Notification report\]](#)
[\[Access report\]](#)

Questions

 0 Questions
 0 Unanswered
[\[View/Ask Questions\]](#)

Edit Bid

[\[Create Addendum\]](#)

Description

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Delivery Information

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>].

Pre-Bid Conference

Date Jul 19, 2019 10:00:00 AM CDT

Location WebEx Conference

Notes Pre-Proposal login information will be sent by email two days prior.

Documents

No Documents for this bid

OPEN

Flooring Materials, with Related Supplies and Services

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Important Dates

Pre-Proposal Conference:
July 19, 2019 at 10:00 am CDT

Proposals Due:
August 8, 2019 at 4:30 pm CDT

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

[Sourcewell Procurement Portal](#) 

4770 S. 5600 W.
WEST VALLEY CITY, UTAH 84118
FED.TAX ID.# 87-0217663
801-204-6910

Deseret News

Utah
Media
Group

The Salt Lake Tribune

PROOF OF PUBLICATION CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS		ACCOUNT NUMBER
SOURCEWELL, Accounting Dept PO BOX 219		9001496962
STAPLES MN 56479		DATE 6/13/2019
ACCOUNT NAME SOURCEWELL,		
TELEPHONE 2188945483	ORDER # / INVOICE NUMBER 0001257726 /	
PUBLICATION SCHEDULE START 06/13/2019 END 06/13/2019		
CUSTOMER REFERENCE NUMBER RFP for Advertisement: Flooring Materials, with related Supplies		
CAPTION REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency		
SIZE		
34 LINES	1 COLUMN(S)	
TIMES 3	TOTAL COST 78.78	

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.
1257726 UPALP

RECEIVED JUN 24 2019

AFFIDAVIT OF PUBLICATION

AS NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF **REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Re** FOR **SOURCEWELL**, WAS PUBLISHED BY THE NEWSPAPER AGENCY COMPANY, LLC dba UTAH MEDIA GROUP, AGENT FOR DESERET NEWS AND THE SALT LAKE TRIBUNE, DAILY NEWSPAPERS PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON Start 06/13/2019 End 06/13/2019

DATE 6/13/2019

SIGNATURE 

STATE OF UTAH)

COUNTY OF SALT LAKE)

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 13TH DAY OF JUNE IN THE YEAR 2019

BY LORAIN GUDMUNDSON




NOTARY PUBLIC SIGNATURE



AFFIDAVIT OF PUBLICATION

Account #	Ad Number	Identification
327043	0004255247	REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local gc

Attention: Michael Munoz

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 6, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered. 4255247

State of South Carolina

County of Richland

I, Michelle Long, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 Insertion(s)

Published On:

June 13, 2019

A handwritten signature in black ink, appearing to read "M Long", written over a horizontal line.

Michelle Long
Inside Classified Accounts
Representative

Subscribed and sworn to before me on this 21st day of June in the year of 2019

A handwritten signature in black ink, appearing to read "Amy", written over a horizontal line.

Amy L. Robbins
Notary Public for South Carolina
My Commission Expires:
November 27, 2022

"Errors- the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion."



Opportunity Notice

REQUEST FOR PROPOSALS for Flooring Materials, with Related Supplies and Services

Category: Goods

This opportunity is now closed.

[View Bid Package](#)

Opportunity Information

[View Interested Vendors \(Bidders\)](#)

Organization:	Alberta Association of Municipal Districts and Counties
Organization Address:	
Reference Number:	AB-2019-03829
Solicitation Number:	AB-2019-03829
Solicitation Type:	Request for Proposal
Posting (MM/dd/yyyy):	06/13/2019 04:00:00 PM Alberta Time
Closing (MM/dd/yyyy):	08/08/2019 03:30:59 PM Alberta Time
Last Update (MM/dd/yyyy):	06/12/2019 03:31:39 PM Alberta Time
Agreement Type:	NWPTA/TILMA & CFTA & CETA
Region of Opportunity:	Open
Region of Delivery:	Alberta
Opportunity Type:	Open & Competitive

Commodity Codes:

N7930DA: CLEANING AND POLISHING COMPOUND, FLOOR
 N5680E: Flooring Systems
 N8010RCB: SEALER, SURFACE, FLOOR, 25-GP-20 TYPE 2, CGSB QPL
 J17220: Floor Coverings - Installation
 N5510R: Flooring, Hardwood
 N5620A: Tiles, Floor and Wall, Ceramic
 N7220J: TILE, FLOOR AND WALL
 S174A: Floor and Wall Tiling Work
 N7220E: MATTING, FLOOR
 N7910: Floor Polishers and Vacuum Cleaning Equipment
 N7220DH: MAT, FLOOR, PLASTIC (VINYL)
 N7220EB: MATTING, FLOOR (RUNNERS) VINYL, RUBBER, SYNTHETIC RUBBER (NEOPRENE) OR COMBINATION THERE OF
 N5680EB: Flooring Systems, Sectional, Non-Slip (Except Metal Grating)

APC "Opportunity Notices" This notice is provided for information purposes only. Refer to the "Opportunity Documents" in the bid package for authoritative information.

All queries pertaining to the language, content or any missing or inaccurate information within this abstract must be sent to its originator of the abstract, as specified in the opportunity notice.

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liable for the accuracy of the information contained in the publication. It is the responsibility of interested parties to review the opportunity posting for changes or updates prior to the opportunity closing date/time.

REGULAR MEETING MINUTES OF THE SOURCEWELL BOARD OF DIRECTORS

Tuesday, March 19, 2019

Conference Room 3 & 4

202 12th St. NE, Staples, MN 56479

Exhibit "C"

Chair Wilson called the Regular Board meeting to order at 7:06 p.m. with the following members present: Greg Zylka, Barb Neprud, Mark Gerbi, Scott Veronen, Ryan Thomas, Sharon Thiel, Sara Nagel, and Mike Wilson. Also present were Stephen Jones, Little Falls Schools, and Jon Radamacher, City of Little Falls, Ex-Officios; Dan Domenech, American Association of School Administrators; Chad Coauette, Susan Nanik, Marcus Miller, Jamie Loken, Paul Drange, Mike Carlson, Jeremy Schwartz, Travis Bautz, Rebecca Cromwell, Brandon Town, Josh Meech, and Ashley Powers, Sourcewell staff.

Ms. Thiel moved, seconded by Mr. Thomas to accept the agenda as presented. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to accept the minutes of the Regular Board Meeting held on February 19, 2019, and the minutes of the Organizational Board Meeting held on February 19, 2019. Motion carried.

Mr. Domenech presented a Sourcewell and AASA Partnership Report.

Mr. Carlson presented the monthly Financial Reports.

Ms. Neprud moved, seconded by Ms. Nagel to approve the check register and Treasurer's Report of Cash, Revenues, and Expenditures and to pay all vendor disbursements #99152 to #99423. Motion carried.

Ms. Neprud moved, seconded by Mr. Gerbi to approve all Wire Transfers #155 to #178. Motion carried.

Ms. Neprud moved, seconded by Mr. Veronen to approve all Wire Transfers-Employee Expense reimbursements #821 to #941. Motion carried.

Mr. Gerbi moved, seconded by Ms. Thiel to accept the Consent Agenda as follows:

- Updated Membership Agreements Members added February 1-28, 2019
- Permission to solicit the following categories:
 - Fuel Storage Systems with Related Equipment
 - Employee Loans and Related Financial Services
- Permission to re-solicit the following categories:
 - Event Seating and Related Accessories
 - Flooring with Related Equipment, Products, Supplies, Installation and Services.

Motion carried.

Mr. Town gave a day in the life of a Sourcewell employee presentation on his role as a Procurement Analyst III.

Mr. Drange gave an update on Regional Programs.

Ms. Nanik gave an update on the Facilities and Human Resource Departments.

Mr. Carlson gave an update on the Finance and Risk Management Departments.

Mr. Loken gave an update on the Information Communication Technology Department.

Mr. Miller gave an update on the Government Relations/General Counsel Departments.

Mr. Schwartz gave an update on the Operations and Procurement Departments and the contracts awarded in January as noted in Appendix A.

Mr. Bautz gave an update on the Marketing and Membership Departments.

Mr. Veronen moved, seconded by Ms. Thiel to approve the Resolution Authorizing FY 18/19 Budget Amendment-Indirect Cost Allocation. Motion carried.

Ms. Nagel moved, seconded by Mr. Gerbi to approve Executive Director Personnel Recommendations. Motion carried.

Mr. Thomas moved, seconded by Ms. Thiel to approve hiring the following:

- a. Karena Hovland, Regional Transition Specialist, effective March 25, 2019
- b. Craig West, Procurement Analyst II, effective March 11, 2019
- c. Heather Vedbraaten, Technology Mobile Consultant, effective July 1, 2019
- d. Rachel Johnson, Technology Mobile Consultant, effective July 1, 2019
- e. Aaron Logan, Technology Mobile Consultant, effective July 1, 2019
- f. Emily Monda, Technology Mobile Consultant, effective July 1, 2019
- g. Cherrisse Wolvington, Technology Mobile Consultant, effective July 1, 2019

Motion carried.

Mr. Gerbi moved, seconded by Ms. Neprud to approve the job descriptions and opening of the following positions:

- a. CRM Business Systems Analyst (FY 18-19)
- b. Administrative Specialist III – Operations & Procurement (FY 18-19)

Motion carried.

Mr. Veronen moved, seconded by Mr. Gerbi to approve the Separation Agreement and Release of all Claims. Motion carried.

Dr. Coauette gave an update on State/National Associations and Partnerships and Sourcewell Technology.

Mr. Zylka moved, seconded by Ms. Thiel to adjourn the meeting at 9:08 p.m. Motion carried.

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - March 2019

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Employee Loans and Related Financial Services
Fuel Storage Systems with Related Equipment

Requesting Board permission to Re-Solicit the following categories:

Event Seating and Related Accessories
Flooring with Related Equipment, Products, Supplies, Installation and Services

NEW CONTRACT

BlueScope Construction	013019-BSC	"Pre-Engineered Buildings with Related Materials, Site Preparation, Installation and Ancillary Services"
Nucor Corp.	013019-NUC	"Pre-Engineered Buildings with Related Materials, Site Preparation, Installation and Ancillary Services"

NEW ezIQC CONTRACTS

Contractor Name	Contract Number	Trade
-----------------	-----------------	-------

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

United Rentals (North America) Inc.	091615-URI	"Rental Equipment for Construction and Related Maintenance or Facility Operations"
Kardex Remstar	040215-KRS	"Storage Products or Systems with Related Accessories"
BlueScope Construction, Inc.	021215-BSC	"Pre-Engineered Buildings with Related Materials, Site Preparation, Installation and Ancillary Services"

ezIQC RENEWALS

Centennial Contractors Enterprises, Inc.	VA01VGC-021417-CCE	
The Matthews Group	VA01NGC-021417-TMG	
FHP Tectonics Corp.	VA02NGC-021417-FTC	
Centennial Contractors Enterprises, Inc.	VA04NGC-021417-CCE	
Comfort Systems USA	VA01NM-021417-CFS	
Centennial Contractors Enterprises, Inc.	VA01HGC-021417-CCE	
Comfort Systems USA	VA01HM-021417-CFS	
Harrisonburg Construction Co., Inc.	VA02HGC-021417-HAR	
Foti Contracting LLC	OHGCAGCOMB-020618-FCL	
Regency Construction Services Inc	OHGCAGCOME-020618-REG	
Irizar Electric LLC	OHGCAEOMA-020618-IEL	
F.H. Paschen, S.N. Nielsen & Associates, LLC	OHGCAGCOMA-020618-FHP	
Johnson-Laue Construction, LLC	OHGCAGCOMC-020618-JLC	
The K Company, Inc.	OHGCAHVOMA-020618-TKC	
Custom Controls Group	OHGCAHVOMB-020618-CCG	
Centennial Contractors Enterprises, Inc.	OHGCAGCOMD-020618-CCE	
West Roofing Systems, Inc.	OHGCAROMA-020618-WRS	
Custom Controls Group	OHGCAROMB-020618-CCG	
Barbicas Construction Company, Inc.	OHGCAAPOMA-020618-BCC	
Ohio Paving and Construction Company, Inc.	OHGCACOMA-020618-OPC	
Henderson Contracting Co. LLC	OHGCAGCMBB-020618-HCC	
Price Builders and Developers	OHGCAGCMBB-020618-PBD	
Empire Paving, LLC	OHGCAAPOMB-020618-EMP	
Adrian L. Merton, Inc.	MD05ME01-031417-ALM	
Centennial Contractors Enterprises, Inc.	MD02GC01-031417-CCE	
I.B. Abel, Inc.	MD02EL01-031417-IBA	
The Matthews Group	MD03GC01-031417-TMG	
Centennial Contractors Enterprises, Inc.	MD03GC02-031417-CCE	
Paige Industrial Services, Inc.	MD03GC03-031417-PAI	
Adrian L. Merton, Inc.	MD03ME01-031417-ALM	
Paige Industrial Services, Inc.	MD03EL01-031417-PAI	
Centennial Contractors Enterprises, Inc.	MD05GC02-031417-CCE	
Paige Industrial Services, Inc.	MD05GC03-031417-PAI	
Vigil Contracting, Inc.	MD05ME02-031417-VGL	
Paige Industrial Services, Inc.	MD05EL01-031417-PAI	
Vigil Contracting, Inc.	MD05EL02-031417-VGL	
Paige Industrial Services, Inc.	MD06GC01-031417-PAI	
Paige Industrial Services, Inc.	MD06EL01-031417-PAI	
HITT Contracting, Inc.	MD05GC01-031417-HCI	

Member Thiel moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

Resolution No. 2019-28

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Gerbi and the following voted in favor: Mike Wilson, Greg Zylka, Mark Gerbi, Sharon Thiel, Sara Nagel, Barb Neprud, Scott Veronen, and Ryan Thomas.

and the following voted against: NONE.

whereupon said resolution was declared duly passed and adopted.

ATTEST:


Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT

BOARD ITEMS - November 2019

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Firefighting Equipment, Rescue Tools and Related Accessories

Firefighting Personal Protective Equipment (PPE), Apparel, Cleaning, Maintenance and Related Accessories

Requesting Board permission to Re-Solicit the following categories:

NEW CONTRACTS

NEW CONTRACTS		
Bentley Mills, Inc.	080819-BPS	"Flooring Materials, with Related Supplies and Services"
Interface Americas, Inc.	080819-IFA	"Flooring Materials, with Related Supplies and Services"
Karndean International, LLC	080819-KAR	"Flooring Materials, with Related Supplies and Services"
Mannington Mills, Inc.	080819-MMI	"Flooring Materials, with Related Supplies and Services"
Mohawk Carpet Distribution, Inc.	080819-MCD	"Flooring Materials, with Related Supplies and Services"
Shaw Industries, Inc.	080819-SII	"Flooring Materials, with Related Supplies and Services"
Tarkett USA, Inc.	080819-TFU	"Flooring Materials, with Related Supplies and Services"
CDW Government, LLC	081419-CDW	"Technology Catalog Solutions"
GovConnection, Inc.	081419-GVC	"Technology Catalog Solutions"
SHI International	081419-SHI	"Technology Catalog Solutions"
Britespan Building Systems	091319-BRT	"Fabric Structures with Related Materials and Services"
Calhoun Super Structures	091319-CLH	"Fabric Structures with Related Materials and Services"
Clearspan Fabric Structures	091319-CSS	"Fabric Structures with Related Materials and Services"
Rubb, Inc. dba Rubb Building Systems	091319-RBB	"Fabric Structures with Related Materials and Services"
Yeadon Fabric Domes	091319-YEA	"Fabric Structures with Related Materials and Services"

5th YEAR RENEWALS (CONTRACT EXTENSIONS)

[illegible]

NEW ezIQC CONTRACTS

[illegible]

ezIQc ANNUAL RENEWALS

CDI, Inc.	VA01AFGC-103117-CDC
FHP Tectonics Corp.	VA01BFGC-103117-FTC
Brown & Root	VA02AFGC-103117-BRI
The Matthews Group	VA02BFGC-103117-TMG
HITT Contracting, Inc.	VA03BFGC-103117-HCI
Madigan Construction, Inc.	VA03AFGC-103117-MCI

**Solicitation Number: RFP#080819****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Tarkett USA Inc.**, 30000 Aurora Rd. Solon, OH. 44139 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

C. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

D. **DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcwell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member. It is expressly understood that Purchase Orders are subject to Vendor's acceptance.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this

Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay a two percent (2%) administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members minus fees, credits, returns, taxes, shipping, and installation services. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

Date: 11/19/2019 | 6:30 PM CST

Vendor

DocuSigned by:
By: Jeff Fenwick
159991D7C6B54E4...

Jeff Fenwick
Title: President

Date: 11/20/2019 | 8:50 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO

Date: 11/19/2019 | 8:57 PM CST

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Tarkett USA Inc.
30000 Aurora Rd
Address: Solon, Georgia 44139
Contact: John Sumlin
Email: John.Sumlin@tarkett.com
Phone: 706-281-2791
Fax: 706-259-2657
HST#: 63-1185575

Submission Details

Created On: Friday June 21, 2019 12:01:30
Submitted On: Thursday August 08, 2019 16:29:30
Submitted By: John Sumlin
Email: John.Sumlin@tarkett.com
Transaction #: 34743408-07dc-4bb6-a3a9-96d252f9a41f
Submitter's IP Address: 108.171.132.189

Specifications

Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Tarkett USA Inc.
2	Proposer Address:	30000 Aurora Rd, Solon, OH 44139
3	Proposer website address:	https://commercial.tarkett.com/en_US/
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Jeff Fenwick, President, 30000 Aurora Rd, Solon, OH 44139, noah.corbin@tarkett.com, (706) 281-2791
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	John Sumlin, VP Education Strategic Accounts, 30000 Aurora Rd, Solon, OH 44139, john.sumlin@tarkett.com, (404) 431-2131
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jonathan Stanley, VP Education Strategic Accounts, 30000 Aurora Rd, Solon, OH 44139, jonathan.stanley@tarkett.com, (864) 434-3554 Noah Corbin, Contract Sales Support Specialist, 30000 Aurora Rd, Solon, OH 44139, noah.corbin@tarkett.com, (706) 281-2791

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For more than a century, Tarkett has grown into a clear leader in the flooring and surfaces industry, with more than 12,000 employees worldwide who support sales in over 100 countries. Tarkett helps create great spaces and delivers a smooth customer experience by understanding customers' needs, offering expertise, and being obsessed with execution. We have developed the world's most extensive system of product solutions and services, known as the Tarkett Solution SPECTrum™, which includes a variety of industry-leading resilient and soft surfaces. With award-winning products for all market segments, Tarkett has a distinct understanding of your surface needs at every stage of the project, from selection to installation to maintenance—for both home and commercial designs. Because health and wellness are at the heart of everything we do, you'll find healthier materials in every product category and the industry's most extensive inventory of Cradle to Cradle® certifications. It's another way we're Doing Good—Together.

8		<p>Modular- Available in tiles and planks in varying sizes, our modular carpet is available in three different performance types: ethos® Modular with Omni-Coat Technology™, ER3® Modular, and Flex-Aire™ Cushion Modular.</p> <p>Powerbond- Powerbond® hybrid resilient sheet flooring is a heterogeneous construction of nylon and closed-cell cushion. Fused through heat and pressure, the layers are integral and inseparable. The innovative closed-cell cushion is the single most significant component to Powerbond's performance and design capabilities. Powerbond is an interiors icon, offering unique attributes perfect for any commercial interior environment</p> <p>Broadloom- After more than 100 years, Tarkett continues to produce award-winning broadloom with a flair for design and a reputation for superior quality. Our tufted broadloom products epitomize smart design and performance and work in tandem with all other Tarkett platforms.</p> <p>Woven- Tarkett's wovens represent the ultimate in luxury and performance, offering interesting studies in texture and relief. Drawing on the weaving techniques handed down through centuries, our design team takes a modern approach to woven broadloom, offering an elegant, high end look in numerous designs and colors.</p> <p>LVT & LVP- Luxury vinyl planks and tiles offer complete design freedom with endless layout possibilities across a broad range of patterns, colorways, quality levels and installation formats. LVT withstands heavy traffic and is easy to maintain with extra resistance to scuffs, scratches and stains. For any segment, for any space, luxury planks and tiles is an optimized, inspired solution.</p> <p>Rubber- Rubber flooring has it all. Universally embraced for its practical beauty and a rare balance of function with aesthetics, safety with efficiency, and short term costs with lifetime return. Rubber is naturally slip resistant and shock absorbent. Easy to maintain and durable enough to perform for decades, rubber is available in a rich array of colors, patterns and textures.</p> <p>Linoleum- One of the most natural and sustainable flooring solutions on the market, Tarkett linoleum has been appreciated for its natural beauty, comfort and durability for over 150 years. Our linoleum is made from 94% natural raw materials (linseed oil, wood and cork flour, and resins) and is treated with our unique xF² surface protection for durability, easy cleaning and cost-effective maintenance. Tarkett linoleum is the world's first to be certified Cradle to Cradle.</p> <p>Vinyl Sheet- Vinyl flooring combines a broad portfolio of patterns and colorways with high performance for schools, hospitals and other high traffic areas. From heterogeneous sheet composed of several layers, including a printed sheet for limitless design possibilities, to homogeneous sheet and tile with a through pattern, Tarkett's portfolio is high performing and low emitting, contributing to a safe and healthy indoor environment.</p> <p>Composition Tile- Composition tiles provide economic value and a multitude of patterns and quality options to optimize performance across a number of high traffic installation areas. From the original vinyl composition tile (VCT), to vinyl enhanced tile (VET) and solid vinyl tile (SVT), composite tiles are budget friendly and withstand heavy foot and rolling traffic. US-made and low-emitting, composite tile contribute to the safety and health of every space.</p> <p>Wall Base- That special area between the wall and the floor that brings the whole space together. That's what a wall base is about. Our portfolio of options is the market's greatest.</p> <p>Stairwell Management- Proper stairwell management minimizes risk by balancing safety and performance, leading to a measurable long-term return. Our integrated stairwell management system includes rubber and vinyl treads, nosings and accessories that enhance the flow of a space, allowing people to move safely and comfortably. All are available in a broad array of profiles, textures, patterns and colors.</p> <p>Adhesives & Cleaners- All Tarkett installation solutions balance the unique needs of the flooring, the substrate and installation environment to ensure the most effect, efficient and safe space. Adhesives are rigorously developed and tested to meet all necessary technical requirements, accounting for the distinct materials and composition of each floor. Pairing the proper Tarkett adhesive with each Tarkett floor helps in maintaining exceptional performance and a long-installed life.</p> <p>Installation Services</p>
9	What are your company's expectations in the event of an award?	<p>We expect to build a case for sole award of the Sourcewell flooring contract. This award would be based on our complete manufacturer offering of resilient and soft flooring with a service component teaming with local installation contractors to provide, handle, and install our products. This model will satisfy the needs of a majority of institutional customers in North America and supports local business.</p>

10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	To demonstrate our financial strength and stability, we have attached our financial statements for 2016, 2017, and 2018.	*
11	What is your US market share for the solutions that you are proposing?	While there is no published market share information, the Company believes its participation in the U.S. specified commercial carpet market is between 10% and 15%. Tarkett, as a whole, is the third-largest floorcovering provider in the world.	*
12	What is your Canadian market share, if any?	While there is no published market share information, the Company believes its participation in the U.S. specified commercial carpet market is between 10% and 15%. Tarkett, as a whole, is the third-largest floorcovering provider in the world.	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
14	How is your organization best described: is it a manufacturer, distributor/dealer, or a combination of these? Provide your written authorization to act as a distributor/dealer for your sales and service force and with your dealer network.	<p>Tarkett USA Inc. has an exceptional independent contractor dealer network of flooring experts. These dealers are skilled flooring professionals providing knowledge, skill, and expertise to our customer base. Tarkett NA teams with organizations such as INSTALL to ensure superior flooring installations via their training and certification programs for floor layers.</p> <p>Dealers assist in helping customers meet their schedule and performance requirements. Services they offer may include the following: Project Management, Estimating, Life Cycle Costing, LEED and Green Consultation, Delivery and Warehousing, Product Care and Maintenance, and Reclamation and Recycling.</p> <p>Additionally, Tarkett USA Inc. trains and certifies authorized dealers in the handling and installation of their flooring products and uses a select list of independent dealers for this RFP to ensure accuracy and compliance as much as possible. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote flooring solutions. Renovation is a market where the Tarkett USA Inc. dealer network and the Tarkett USA Inc. Account Executives outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of Tarkett USA Inc. "value" position in the market. Tarkett USA Inc. dealers can offer full turnkey services through our Source One® department, as well as, material only requirements that owners (agencies) may have. We are proposing both channels in this agreement.</p> <p>The Account Executives, Directors, and Managers are employees of Tarkett. Our dealer network consists of independent companies and is not employees of Tarkett NA.</p>	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	All dealers/floor covering workrooms that install Tarkett USA Inc. products must be certified by Tarkett USA Inc.'s Installation Technical Department. These dealers/floor covering workrooms should also hold required business licenses for doing business in their local area and state of residence. Tarkett USA Inc. has an exceptional dealer network of flooring experts. These dealers are skilled flooring professionals providing knowledge, skill, and expertise to our customer base.	*
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<ul style="list-style-type: none"> • Modular • Broadloom • Powerbond • Woven • Area Rugs • Rubber • Linoleum • LVT • Vinyl • Composition Tile • Wall Base • Stairwell Management • Finishing Accessories • Installation Accessories • Adhesives & Cleaners 	*

Industry Recognition & Marketplace Success

Line Item	Question	Response *
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18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Since 2011, we've worked with the scientific institute EPEA to apply Cradle to Cradle® (C2C) principles throughout our activities. We have assessed thousands of ingredients with 94 % of all Tarkett USA Inc. global ingredients third-party evaluated to understand their impact on our health and the planet and continually seek to improve our products with new formulations and alternative ingredients. We have over 30 Global Products collections Cradle to Cradle Certified – this encompasses over 800 SKUs. Please see our Tarkett USA Inc. overview for all Product Categories. We strive to eco-design with suitable materials.</p> <p>2017 Red Dot Award for The ID Mixonomi Luxury Vinyl Tiles collection The Red Dot Award is one of the most sought-after quality marks for good design, innovation, and sustainability. Submissions from over 54 countries were remitted for evaluation. The Red Dot Award: Product Design Award is one of the most renowned evaluation processes for product design development in the world.</p> <p>Additional Industry Recognition</p> <ul style="list-style-type: none">-The first flooring manufacturer certified by the Asthma and Allergy Foundation of America.-The lowest Total VOCs in the flooring industry. 10 to 100 times lower than standards.-The first flooring manufacturer to remove ortho-phthalates from our products and by 2013, we had eliminated them from our products <p>Concerning Corporate Social Responsibility and Talent Development</p> <ul style="list-style-type: none">-In 2019, Tarkett USA Inc. ranked in the top 125 companies of Employer-sponsored training and Development programs by Training Magazine, the leading business publication for Learning and Development professionals.						
19	What percentage of your sales are to the governmental sector in the past three years	<p>~GOVERNMENT SALES</p> <table><tr><td>2016</td><td>1.29%</td></tr><tr><td>2017</td><td>1.50%</td></tr><tr><td>2018</td><td>1.43%</td></tr></table>	2016	1.29%	2017	1.50%	2018	1.43%
2016	1.29%							
2017	1.50%							
2018	1.43%							
20	What percentage of your sales are to the education sector in the past three years	<p>EDUCATION SALES</p> <table><tr><td>2016</td><td>31.37%</td></tr><tr><td>2017</td><td>32.33%</td></tr><tr><td>2018</td><td>40.04%</td></tr></table>	2016	31.37%	2017	32.33%	2018	40.04%
2016	31.37%							
2017	32.33%							
2018	40.04%							

List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

ALLIED STATES COOPERATIVE	2017	
\$7,710.95 APN (ALLIANCE PURCHASING NETWORK)		2016
\$13,043.59		
2017 \$86,651.58		
ASCENSION HEALTH RESOURCE AND SUPPLY MANAGEMENT GP	2018	
\$5,657.43 BUY BOARD (TEXAS ASSOCIATION OF SCHOOL BOARDS)		2016
\$408,185.11		
2017 \$347,869.70		
2018 \$975,028.91		
CASBO CALIFORNIA SD AND COMMUNITY COLLEGES / NJPA		
2017 \$2,118,154.78		
2018 \$2,499,215.26		
E&I EDUCATIONAL & INSTITUTIONAL COOPERATIVE PURCHA		
2016 \$1,677,890.75		
2017 \$1,656,301.88		
2018 \$1,698,218.83		
GSA (GENERAL SERVICES ADMINISTRATION)		
2016 \$1,903,363.42		
2017 \$1,369,263.08		
2018 \$92,647.45		
HPG HEALTHTRUST PURCHASING GROUP - CONSORTA - HCA		
2016 \$1,932,587.43		
2017 \$944,315.66		
2018 \$442,975.44		
HPSI (NATIONAL PURCHASING GROUP DBA), COVENANT, EN		
2016 \$607,493.58		
2017 \$252,740.01		
2018 \$8,673.89		
INTALERE F/K/A AMERINET		
2016 \$89,561.62		
2017 \$66,789.04		
2018 \$8,548.53		
KAISER FOUNDATION HEALTH PLANS INC		
2016 \$1,600,051.47		
2017 \$1,413,756.94		
2018 \$1,733,767.02		
MHA-MANAGED HEALTH CARE ASSOCIATES INC -DIRECT MED		
2016 \$27,033.42		
2017 \$66,853.91		
2018 \$5,379.49		
NASPO VALUEPOINT		
2016 \$124,069.77		
2017 \$165,236.61		
NJPA EXPIRED (USE 11012 INSTEAD)		
2016 \$1,197,618.17		
2017 \$480,825.31		
2018 -\$30.76		
NOVATION, LLC	2016	\$48,660.08
PREMIER PURCHASING & DESIGN, INC.(CORPORATE)	2018	
\$5,276.19		
PUBLIC AGENCY - GSA TERMS & CONDITIONS		
2016 \$6,159,550.19		
2017 \$5,053,735.28		
2018 \$5,268,329.11		
SOURCEWELL / NJPA		
2016 \$90,992.28		
2017 \$3,140,408.82		
2018 \$4,168,160.03		
SUTTER HEALTH		
2016 \$204,185.45		
2017 \$245,211.09		
2018 \$146,187.00		
TCPN - NATIONAL IPA		
2016 \$761,172.71		
2017 \$573,922.80		
2018 \$631,406.28		
TIPS (FORMERLY TIPS/TAPS)		
2016 \$477,278.87		
2017 \$58,718.57		
2018 \$106,684.56		
VIZIENT (NOVATION, MEDASSETS)		
2016 \$181,486.04		
2017 \$69,951.76		
2018 \$41,003.73		

22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA (GENERAL SERVICES ADMINISTRATION) 2016 \$1,903,363.42 2017 \$1,369,263.08 2018 \$92,647.45
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References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
CASBO	Tatia Davenport	(916) 504-2249
State of New York	Joseph Popa	(518) 473-9746
State of Florida	Brenda Wells	(850) 488-6904
Fresno USD	Amy Esquivel	(559) 457-3468

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
School District	Education	Texas - TX	Carpet and LVT	439,155 SY	\$10,149,262
School District	Education	Texas - TX	Carpet and LVT	272,171 SY	\$5,832,982
State Government	Government	Michigan - MI	Carpet and LVT	133,762 SY	\$3,780,081
School District	Education	Nevada - NV	Carpet and LVT	224,400 SY	\$3,642,927
School District	Education	Florida - FL	Carpet and LVT	130,623 SY	\$3,449,392

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	<p>1 SVP of Customer Experience Commercial Sales</p> <p>3 Division VP's of Commercial Sales 21 Regional VP's of Commercial Sales</p> <p>3 Education VP of Strategic Accounts 3 Healthcare VP of Strategic Accounts 2 Workplace VP of Strategic Accounts 2 Retail VP of Strategic Accounts 2 Hospitality VP of Strategic Accounts</p> <p>~200 Sales Representatives</p> <p>1 Contract Sales Support Manager 4 Contract Sales Support Specialist</p>
26	Dealer network or other distribution methods.	<p>Tarkett USA Inc. has an exceptional dealer network that is trained and certified in the handling and installation of our flooring products. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote flooring solutions. Renovation is a market where the dealer network and the Tarkett Associates outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of the "value" position in the market. Tarkett has the highest performing flooring products in the commercial market. The dealers can offer full turnkey services, as well as material only requirements that owners (agencies) may have. We are proposing both channels in this agreement. An owner (agency) can buy material ONLY or fully delivered and installed goods with this proposal.</p> <p>AUTHORIZED DEALERS</p> <p>"Authorized Dealers" are the flooring contractors submitted in our list of dealers. Please contact representative for more information or to determine if your current dealer is "authorized."</p> <p>Your local representative can be found by going to https://contact.tarkett.com</p>

	Service force.	<p>Tarkett USA Inc. has an exceptional dealer network that is trained and certified in the handling and installation of our flooring products. Part of the dealer commitment is to utilize contracts and cooperative purchasing agreements to maximize opportunities to promote flooring solutions. Renovation is a market where the dealer network and the Tarkett Associates outperform the market. Tarkett USA Inc. is tied more closely to owners and opportunities because of the "value" position in the market. Tarkett has the highest performing flooring products in the commercial market. The dealers can offer full turnkey services, as well as material only requirements that owners (agencies) may have. We are proposing both channels in this agreement. An owner (agency) can buy material ONLY or fully delivered and installed goods with this proposal.</p> <p>AUTHORIZED DEALERS</p> <p>"Authorized Dealers" are the flooring contractors submitted in our list of dealers. Please contact representative for your local dealers or to determine if your current dealer is "authorized."</p> <p>Your local representative can be found by going to</p>
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28	<p>Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.</p>	<p>Web-based Solutions Sourcewell members may take advantage of sample ordering through the Tarkett USA Inc. website at https://commercial.tarkett.com/en_US/</p> <p>Also, Sourcewell members may call the Tarkett USA Inc. Customer Service toll free at 800-248-2878 or Tarkett USA Marketing Support Team at 800-899-8916 and request literature, samples, and/or specifications.</p> <p>Technical Support Technical support personnel is available for both installation-related items, as well as product-technical information. There is no additional cost for these services. Training and support are available on an as-needed basis. The Technical Support personnel are responsible for customer relations and education relative to the proper product application and installation of Tarkett USA solutions. This team responds to inquiries related to installation, environmental concerns, standards, maintenance, etc.</p> <p>Post-installation Services and Maintenance Information and technical support as needed for maintenance for these services to the Sourcewell member.</p> <p>Process for Quotes (Pricing Requests) Pricing is obtained from the local Tarkett NA associate following the pricing as outlined in this proposal. If the Sourcewell member utilizes the services of Source One, Tarkett USA Inc.'s in-house installation services group, then the Sourcewell member will work with Source One for turnkey installation quotations on an as-needed basis.</p> <p>Order Placement Please contact your local authorized dealer (or Source One) to order our products.</p> <p>Overages or Shortages on Delivery (Policies & Procedures) We recommend that Sourcewell members contact the Dealer for all claims. Shortages of material may result for different reasons. When a deficiency is discovered, an investigation will be implemented to ascertain the cause of the potential shortage. When the investigation is complete, and a determination has been made to the cause, Tarkett USA Inc. along with the dealer, will work with Sourcewell's member to provide enough material on-site to complete the project. Depending upon the ultimate cause for the shortage, Sourcewell's member may be required to pay for the additional material. The cost may be charged to the freight company or Tarkett USA Inc. may be responsible for supplying the supplemental material.</p> <p>Backorders, Fill Rates and Delayed Shipments Tarkett USA Inc.' on-time and order fill rate is 96%.</p> <p>Tarkett USA Inc. is a made-to-order manufacturer and orders are processed as they are entered into our system. Orders are processed according to the date they are needed. Should there be issues anywhere in the production of material, the Tarkett USA Inc. Customer Service Representative will contact the Account Executive for Sourcewell's member and let them know about the change in production date and expected shipment.</p> <p>Tarkett USA fill rates vary based on product types and average 85%. Inventory is maintained on Sourcewell member about the change in the production date and expected shipment timeframe.</p> <p>Delivery Lead Time Tarkett USA Inc. is a made-to-order manufacturer. Standard production lead time for products is 4-6 weeks and 2-10 days for Quickship / Quickship Express products.</p> <p>Tarkett USA Inc. uses independent freight carriers for delivery of its carpet products to its customers. Allow an additional 3-10 days for shipping. Tarkett USA delivery lead times vary based on products. Average lead time is 3-4 weeks.</p> <p>Toll Free Number Availability Tarkett USA Inc. Customer Service 1-800-248-2878 Dalton, GA</p> <p>Tarkett USA Customer Service 1-800-899-8916 Solon, OH</p>
29	<p>Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.</p>	<p>Any state where legislation has been passed that does not allow the use of cooperative agreements to purchase non-consumable products (i.e. flooring and related services).</p>

30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any segment where cooperative agreements to purchase non-consumable products (i.e. flooring and related services) are not allowed by law.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	The only restrictions that currently exist would be in states where legislation has passed which prohibit the use of cooperative agreements to purchase non-consumable products.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>At Tarkett, we believe that people are happiest when they are offered choices that help them balance their needs and stay faithful to their values. Moreover, that's true whether you are creating a vision for your home or designing a significant Government or Education facility. That's why we've developed the world's most extensive system of flooring and services, so our customers – whether they are architects or facility managers – can more easily accomplish the many balancing acts in life. Our floors are beautiful yet durable, easy to maintain, and are comfortable so you and your clients can enjoy and be productive in everyday life.</p> <p>With the wide variety of integrated flooring options we offer, we are sure that you will find the best solution with Tarkett. Tarkett produces a wide range of sustainable and coordinated floors in different materials and types such as modular carpet, broadloom, and woven, vinyl, linoleum, rubber, and laminate. Tarkett produces many types of flooring; you've probably already lived, worked, played, studied, or even recuperated on our flooring in your home, school, hospital, retail store, or office.</p> <p>We also celebrate our rich history, one that goes hand-in-hand with that of the flooring industry, because many of the names that have helped form Tarkett as a company are those that have shaped the flooring world for more than 100 years: Azrock, Johnsonite, Tandus, Centiva, Domco, Harris Tarkett and Nafco. Today we have grown to employ more than 12,000 people worldwide in 34 production centers and sales within over 100 countries.</p> <p>For over a century, Tarkett has nurtured and grown into a clear industry leader with a passionate focus on simple, confident customer experiences. With size, resources and award-winning products for all market segments, Tarkett has a distinct understanding of your interior finish needs – for the home or commercial use – so you can feel confident you've made the right choice with Tarkett.</p> <p>Our resilient line has the broadest portfolio of high-performance, resilient flooring surfaces in the industry. With practical solutions and healthier materials that support every stage of the project—from specification to installation to maintenance—we're able to deliver a measurable return on investment and beautifully functional spaces that support the people who live, learn, work and heal in them every day.</p> <p>VIEW PRODUCTS</p> <p>Our soft surface flooring solutions meet the needs of the most demanding commercial environments. With unmatched innovations for installation and maintenance and a focus on Cradle to Cradle® principles, our cutting-edge designs work beautifully with the rest of the Tarkett portfolio to create beautiful, comfortable environments that invite and inspire.</p> <p>With over 120 Account Executives, 45 Distribution channel managers, 21 Regional Vice Presidents, 3 Division Vice Presidents and 3 Segment Vice Presidents Tarkett aligns with local Flooring contractors and our Turnkey installation services (Source One) to create a saturated sales and Service approach to North America. We have a dominant presence in the US and Canada. Our materials are bought for inventory and supply as well as "installed," which is a material and service number to get new flooring under your feet. We are the most capable mill in the industry to implement and manage a contract in North America</p>

33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>To fully illustrate please visit our web presence: https://commercial.tarkett.com/en_US/</p> <p>For Social Media: Twitter @TarkettGroup Facebook Tarkett Official Instagram tarkettcontract LinkedIn Tarkett under company * building materials</p> <p>The vision for our digital presence in alignment with our overall market strategy is illustrated from our group level and is and will continue to be unmatched in the flooring market. The investment will continue to be market-leading: Tarkett, a global leader in innovative and sustainable flooring and sports surface solutions CEO Fabrice Barthélemy, is leading our "Change to Win" strategic plan.</p> <p>Tarkett's ambition is to be the global leader in commercial flooring and sports surfaces, to grow selectively in residential flooring and to change the game in a circular economy. The plan relies on four strategic pillars:</p> <ol style="list-style-type: none"> 1. Sustainable growth, resulting from an increased focus on selected commercial end-user flooring segments (Workplace, Education/Government, Health Care, and Hospitality) and further expansion in Sports. The Group also plans to invest in digital channels to capture future growth; 2. A robust customer-centric mindset and an organization is driven by simplicity, agility, and speed; 3. An ambitious circular economy deployment with a strong focus on recycling solutions for our customers; 4. A disciplined cost savings program aiming at delivering €120 million of savings over 2019-2022 and selective capital allocation aligned with the focus on sustainable growth. <p>CEO Fabrice Barthélemy, said: "We are expecting no tailwind from the economic environment globally in the next years. Therefore we need to adapt and change to deliver above-market growth and improved profitability. We have built a solid plan that combines a stronger focus on selected end-user segments, an expanded presence in digital channels, and further developments in a circular economy. Our organization and teams will be more customer-centric while working on simplifying the way we operate. Being more agile is critical to our success, and all Tarkett teams are fully committed to this new strategic plan: Change to Win."</p> <p>Examples: Designer on demand- Let our Designer on Demand team do the work. Submit your project online, and our designers will create beautiful renderings you can proudly share with your clients. Submitting is easy; you can provide: Custom room images along with palette and product specs Floorplans with a palette and product specs Please select a room type from our virtual view library and send us your palette and product specs 3D files and we'll create a virtual room scene To get started, log in or create an account on Designer on Demand. You can also live chat with our designers during regular business hours. This service is offered at no cost to the client and account executives.</p> <p>Online self serve renderings On line ordering (all platforms by 2020)</p> <ol style="list-style-type: none"> 2. Material imagery for CAD and BIM use for virtual walkthroughs
34	In your view, what is Sourcewell's role in providing a Sourcewell- awarded contract into your sales process?	<ol style="list-style-type: none"> 3. If Sourcewell can continue to maintain its pristine image in the market place, manage membership with growth, and remain a robust digital presence, we can manage our market. We have demonstrated capabilities to integrate Sourcewell into our sales process with our efforts with the California Association of School Business Officers (CASBO), State of FL, and the State of NY. To Tarkett, this is not a plan, but an executed effort. We will continue to lead with Sourcewell as we have in the past with owners that can use cooperative purchasing.
35	Are your products or services available through an e-procurement system and how does it work?	<p>E-procurement (electronic procurement, sometimes also known as supplier exchange) is the business-to-business or business-to-consumer or business-to-government purchase and sale of supplies, work, and services through the Internet as well as other information and networking systems, such as electronic data interchange and enterprise resource planning.</p> <p>Tarkett is currently working in a number of our segments with e-procurement solutions. Examples are e-Informing, e-Tendering, e-Auctioning, vendor management, catalog management, Purchase Order Integration, Order Status, Ship Notice, e-invoicing, e-payment, and contract management.</p> <p>Elements of e-procurement include a request for information, request for proposal, request for quotation, RFx (the previous three together), and eRFx (software for managing RFx projects). We are responding to Sourcewell via an eProcurement system. This is another example of our leadership in eProcurement. Being responsive to electronic advancements falls under our digital commitment outlined above by our group/global CEO in section. Specifically, in Section 7.2.</p>

Value-Added Attributes

Line Item	Question	Response *
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	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>Please refer to our digital Maintenance documentation is available on all of our products. These can serve as in-service tools for maintenance staffs. This documentation includes written instructions, specifications that outline maintenance requirements, videos, and other tools.</p> <p>We have set up and offered training for our approved local flooring contractors to better penetrate markets and foster compliance of contracts, and show and train on product installation and environmental issues that affect flooring (moisture, floor prep, etc.).</p>
37	Describe any technological advances that your proposed products or services offer.	<p>ethos At Tarkett USA Inc., it's nothing new for us to venture outside our market to find valuable alternative waste streams for feed-stock. Glass recyclers create mountains of film found in disposed of windshields and safety glass during the glass recycling process. We use this film to make ethos®, reducing our dependence on raw materials and lowering our environmental footprint.</p> <p>iQ Flooring</p> <p>Lots of companies claim they have no-wax floors. However, read the fine print, and you'll find they have no-initial-wax floors or no-wax-until-such-a-time-as-you-need-it floors. Only Tarkett USA Inc.'s Granit and Optima with iQ construction never need wax or finish. Forever. Period. That's because iQ isn't a topcoat or a wear layer. It's a proprietary technology. Also, because you never wax or finish, iQ floors are great for your bottom line. Not just because they cost less to maintain but because they cause less disruption to the people who use the space.</p> <p>Cradle to Cradle Closed Loop Recycling</p> <p>Current product offerings for Tarkett USA Inc.'s vinyl-backed products are closed-loop recycled back into vinyl-</p> <p>Current product offerings for Tarkett USA Inc.'s Broadloom products may be recycled through a third-party recycling company to recycle the broadloom materials after its useful life.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As the industry leader in carpet reclamation, Tarkett USA Inc. knows a thing or two about recycling. We operate the flooring industry's first third-party certified (2010) closed-loop reclamation and recycling facility in Dalton, Georgia. Since 1994, over 284 million lbs of post-consumer carpet and waste has been diverted from landfills.</p> <p>Restart</p> <p>We are dedicated to eliminating landfill waste from post-use floorcoverings. A great way to do this is to recycle old installed floors. Our ReStart Program reclaims samples, products, and installation waste. We continue to look at the economic, industrial, and social frameworks that surround our products. While we continuously examine the methodologies and tools that allow us to reclaim and produce flooring, we strive to find innovative ways to reuse those materials and provide the high performance and lasting products we are known for.</p> <p>We have the potential to recycle millions of pounds annually! With the help of our clients, large or small, we hope to significantly increase our recycling efforts. As an industry, we all share the responsibility — at every step of the way — to prevent landfill waste.</p> <p>For several years, Tarkett USA Inc. has been committed to making the transition to a circular economy powered by Cradle to Cradle® principles, thus positively contributing to people's health and well-being and the planet. Since 2011, Tarkett USA Inc. has been deploying a comprehensive sustainability strategy based on its 'closed-loop circular design' model. This is driven by an extensive eco-innovation strategy which is looking at each step of the product life (design, production, use, and recycling). Tarkett USA Inc. has been at the forefront of shaping transformation within the flooring industry. This has resulted in breakthrough eco-innovations and initiatives, such as flooring solutions that contribute to improved indoor air quality and well-being, connected living spaces for healthcare services, use of phthalate-free plasticizers, product design based on high levels of recycled content, development of recycling programs or implementation of renewable energy.</p>
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>C2C</p> <p>Tarkett USA Inc. utilizes Cradle to Cradle® principles to strategically design and manufacture its products. The Cradle to Cradle Certified Products Program™ is a multi-attribute certification standard for products in a variety of industries administered by the Cradle to Cradle Products Innovation Institute (C2CPII). It includes a chemical assessment as part of the Material Health Category. In addition to Material Health, products are evaluated and certified based on meeting criteria for Material Reutilization, Renewable Energy, and Carbon Management, Water Stewardship, and Social Fairness. The certification requires optimization and continuous improvement as a condition of renewal. Tarkett USA Inc. certifications can be found at http://www.c2ccertified.org/products/registry</p> <p>NSF/ANSI 140 Multi-Attribute Certification for Soft Surface Flooring</p> <p>NSF/ANSI 140 is a leading sustainability assessment that evaluates carpet based on life-cycle assessment principles. This standard was developed by NSF's National Center for Sustainability Standards (NCSS) through a consensus-based public process with a multi-stakeholder group of participants. Six critical areas of sustainability are measured:</p> <ul style="list-style-type: none"> • Public health and environment • Energy and energy efficiency • Biobased, recycled content and environmentally preferable materials • Manufacturing • Reclamation and end-of-life management • Innovation <p>Tarkett USA Inc. US products and ISO surface products can be found on SCS Global Services website products-guide</p>

		<p>NSF/ANSI 332 Multi-Attribute Certification for Resilient Flooring</p> <p>NSF/ANSI-332 is the leading sustainability assessment for resilient floorcoverings developed by NSF's National Center for Sustainability Standards (NCSS) through a consensus-based public process with a multi-stakeholder group of participants. Based on a life cycle assessment approach, NSF/ANSI 332 employs a point system to evaluate resilient flooring against established prerequisite requirements, performance criteria, and quantifiable metrics in six key areas:</p> <ul style="list-style-type: none"> • Product design • Product manufacturing • Long-term value • End-of-life management • Corporate governance • Innovation <p>Tarkett USA Inc.'s NSF 332 certifications are available under Tarkett USA Inc. in the Sustainable Product Database on UL Environment's web site.</p> <p>Recycled Content Recycled Content is a third-party certification which demonstrates Tarkett USA Inc. USA Inc.'s commitment to conserving natural resources, meeting customer specifications, qualify for LEED and environmentally preferable purchasing (EPP) programs and supports aggressive sustainability goals. The recycled content of Tarkett USA Inc. USA Inc.'s certified soft surface products can be found in product specifications on Tarkett USA Inc. USA Inc.'s web site https://www.tandus-centiva.com/products or the SCS Global Services website in the Certified Green Products Guide https://www.scsglobalservices.com/certified-green-products-guide</p> <p>Recycling Facility As the industry leader in carpet reclamation, Tarkett USA Inc. knows a thing or two about recycling. We operate the flooring industry's first third-party certified (2010) closed-loop reclamation and recycling facility in Dalton, Georgia. Since 1994, over 284 million lbs of post-consumer carpet and waste has been diverted from landfills.</p> <p>Indoor Air Quality (IAQ) – You can't see it, but you know it's there. The air we breathe provides life. The quality of air impacts our health and experiences either positively or negatively. At Tarkett USA Inc., we offer products that contribute positively to indoor air quality.</p> <p>Volatile Organic Compounds (VOCs) One measurement of IAQ is the quantity and quality of VOCs found in the air. There are VOC emissions of some chemicals that can be harmful and should be avoided. Products are tested and third-party certified to ensure that they meet the strictest indoor air quality standards. One of the Tarkett USA Inc. 2020 Objective's is to have all of our products and adhesives below 100 µg/m3 of TVOC's.</p> <p>FloorScore All Tarkett USA Inc.LVT products are FloorScore® certified. FloorScore® certification means that a resilient flooring product is independently verified by Scientific Certification Systems (SCS) to comply with the volatile organic compound emissions criteria of the California Section 01350 program. The FloorScore® certification means safer, healthier, cleaner air. http://www.scsglobalservices.com/floorscore I</p> <p>Greenguard All Tarkett USA Inc.LVT adhesives are GREENGUARD certified. GREENGUARD Certification helps manufacturers create--and helps buyers identify--interior products and materials that have low chemical emissions, improving the quality of the air in which the products are used.</p> <p>CRI GLP All Tarkett USA Inc.soft surface products are certified to the Carpet and Rug Institute's Green Label Plus program (CRI GLP). The CRI GLP program was developed to test and certify carpet, cushion and adhesive products for VOC emissions. Products with this certification meet California 01350 requirements. Tarkett USA Inc.RS products are among the lowest emitting in the market. Soft Surface Products http://www.carpet-rug.org/CRI-Testing-Programs/Green-Label-Plus/Carpet,-Adhesive-Cushion/GLP-Carpet-Products.aspx?&manufacturer=Tandus%20Centiva%20Inc.</p> <p>VOC Content of Tarkett USA Inc.Adhesives Tarkett USA Inc.conducts VOC content testing and obtains third-party MAS Certified Green certification of the results for its adhesive products through Materials Analytical Services, LLC. This allows Tarkett USA Inc.to provide quantifiable results demonstrating that VOC content is below the threshold limits specified by the South Coast Air Quality Management District (SCAQMD) Rule 1168.</p> <p>Please visit https://tarkett.ecomedes.com/ to search for certifications by specific styles.</p>	
	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Tarkett USA Inc. actively seeks to contract with small, women and minority-owned businesses where possible in the procurement of raw materials, commodities, and services, as well as through the Tarkett USA Inc.'s Source One Installation program.</p>	

41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	If you can imagine it, then we can translate it into the floor. Custom Floor Design programs are used for more intricate and detailed designs. Designs are fabricated and shipped to the job site and inset by the flooring contractor. IMAGINATIONS/FLOOR ART may include but are not limited to logos, mascots, or images that are unique or repeated designs (animals, stars, flowers, etc.). Tarkett USA Inc.'s Imaginations program is a first in the flooring industry, and we are the only company to offer this unique service in those products. With our unique line of product platforms, you can use shape, color, and texture to design a floor that will help create an experience and communicate a brand message. Custom cutting can also be used in practical ways such as showing direction or dividing a space without using physical barriers. From start to finish, our designers and technicians will work to make your design vision a reality.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We are a global company and can serve any Sourcewell member anywhere on the planet. Pricing and installation pricing is included in US dollars and products shown are made in North America (many of our products are produced in Europe). Exporting or cross-referencing products made in other international markets to serve the member best can be done on a case by case basis and can be negotiated based on the US model, but international customs and labor rates will have to be negotiated. We will be pleased to generate an offer anywhere on the globe that has a floor.	*

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Should a product be determined to be covered under the applicable express written warranty, Tarkett USA Inc. will be responsible for the return, repair, and replacement of the defective product per the applicable warranties.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Please see https://commercial.tarkett.com/en_US/search/documentation-center?filter-doc-role%5B%5D=Warranty&filter-doc-locale-code%5B%5D=en_US for full warranty information on all of our product platforms.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Please see https://commercial.tarkett.com/en_US/search/documentation-center?filter-doc-role%5B%5D=Warranty&filter-doc-locale-code%5B%5D=en_US for full warranty information on all of our product platforms.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	Tarkett USA Inc. should not encounter any situations where service cannot be provided to Sourcewell members.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Tarkett USA Inc. will cover all items included in this proposal that we manufacture. Anything not made by us will be covered by the manufacturer.	*
48	What are your proposed exchange and return programs and policies?	Soft Surface Products: <ul style="list-style-type: none"> Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. Material that has already been shipped may be returned only with the prior written approval of an authorized Tarkett USA Inc. representative and may be subject to restocking fees and any return freight incurred. LVT Products: <ul style="list-style-type: none"> Contour, Venue, and the Victory Series products are custom made and may not be canceled or returned. Customer may cancel any portion of a purchase order for the Event Series products, or the whole thereof, that have not already been shipped, subject to a 30% restocking fee. Products that have already been shipped may be returned only with the prior written approval of an authorized Tarkett USA Inc. representative and will be subject to a 30% restocking fees and any return freight incurred. Resilient Products: <ul style="list-style-type: none"> Customer may cancel any portion of a purchase order for standard running line products, or the whole thereof, that have not been shipped subject to a restocking fee. Material that has already been shipped may be returned only with the prior written approval of an authorized Tarkett USA representative and may be subject to a minimum of 20% restocking fees and any return freight incurred. 	*
49	Describe any service contract options for the items included in your proposal.	Additional services are not being offered in this proposal.	*

Payment Terms and Financing Options

		Response *	
50	What are your payment terms (e.g., net 10, net 30)?	<p>When using an authorized flooring contractor, the Sourcewell member will agree to the payment terms outlined by that local contractor. The local flooring contractor will need to make payment for flooring materials within thirty (30) days following the date of the invoice and shipment.</p> <p>Should any Sourcewell member choose to use our Source One turn-key services, payment for materials will be made within thirty (30) days following the date of shipment/invoice for materials and payment for labor (installation) will be made within thirty (30) days from the date of the invoice after completion of the installation.</p> <p>For large projects to be completed in phases, invoices for labor will be issued at the end of each phase of the project which invoice shall be paid thirty (30) days from the date of invoice.</p>	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Tarkett USA Inc. does not offer financing.	
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>The Sourcewell member can contact us (the manufacturer), and we will partner with a local flooring contractor to bring forth the Sourcewell agreement (Primary path to market) The flooring contractor, with our guidance (many dealers are already trained in how to operate this contract), will execute the Sourcewell Tarkett flooring contract. The flooring contract will then perform some if not all of these duties:</p> <ul style="list-style-type: none"> • Flooring Selection- Interior Design expertise relative to wayfinding, color, product type, performance criteria (color & texture), etc • Estimating- measurement and calculation of quantities required, including waste generated (%), manufacturing overages, seaming diagrams, carton size, proposal creation using Sourcewell contract pricing supplied by us. • Floor Preparation- demolition of existing flooring, floor preparation for new flooring by type, concrete moisture testing (MVER, rH), etc • Installation-product storage, product staging, product acclimation, adhesives, etc • Authorized Installation contractors are generally local Small Businesses who buy from the large manufacturers and perform their services as outlined above, keeping money and jobs in the local economy. There is often a mandate to support Small Women Owned Minority Businesses at the local, state, and federal procurement levels. The Turnkey process (Products, Installation, and Services Purchase) makes this offer compelling to state entities for state contract use, which has been demonstrated over time by this Proposer. 	*
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	P-card procurement is widely accepted and would be the decision of the Flooring Contractor or the Sourcewell member depending on how the order is placed.	

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
54	Describe your pricing model (e.g., line-item discounts or product-category discounts) in the document upload section of your response.	Tarkett USA Inc.'s pricing follows a line item discount pricing model. Our attachment "Tarkett USA Inc._Sourcewell RFP_Products and Pricing_8.8.2019" outlines the price per unit, list price, and the discount off of list being offered to Sourcewell.	*

55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Tarkett USA Inc.'s pricing structure is market driven by style. The pricing provided here is a national delivered, not to exceed number. We are proposing a percent-off "range" on our platforms that will allow deeper discounting for lower raw material cost and highly efficient products to produce. The discounts will vary by style based on this logic. The RFP uses levels of 14.28% to 50.46% with an average of 28.64% off list on modular carpet, 16.16% to 47.35% with an average of 27.65% on Powerbond, and 3.26% to 28.03% with an average of 20.64% on Broadloom and Woven. These discounts are relative to raw material cost and production efficiencies we can pass on. Our intent is to offer NJPA members our products at a greater discount than on our previous Agreement (Set discount off list). One percent off discount factor by brand or platform (Powerbond, modular, broadloom, woven, and LVT) causes deeper savings to be missed by the Agreement. It is our belief that our pricing structure will create the greatest value on our offer and will increase compliance, utilization, and more.	*
56	Describe any quantity or volume discounts or rebate programs that you offer.	Tarkett USA Inc. is not offering any of the mentioned discounts.	*
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	<p>Tarkett USA Inc. is a manufacturer and will most likely not have the need to provide or offer "Sourced Equipment/Products and/or Related Services." We offer accessories that we will include in the RFP that are sourced. Should we have the need to add a sourced good, we will submit the sourced good as a "contract update" or an addendum, which is the same process we would follow when adding new styles/colors to our product lines.</p> <p>If there are items that are only particular to a client that are sourced, we will offer to provide them as open market items outside the contract. We will negotiate directly with the member and they will be listed as "ancillary items" or non-contract items. It will be up to the Sourcewell member and these items will not be greater than 50% of the "on contract" proposal.</p>	*
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Cost of installation services is not included in the product pricing. Installation services are listed separately (by service item) and will be charged separately on an as used basis. These services are contracted directly with the installation company according to the scope of work required.	*
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	<p>Tarkett USA Inc. products include a freight allowance to Sourcewell member's selected flooring contractor. It does not include staging and delivery within buildings at a member's site. Standard delivery expediting will not incur any additional cost; Expedited or rush deliveries will be billed as deemed appropriate.</p> <p>Tarkett USA Inc. Resilient products include delivery to a distribution hub, which are in most areas of the continental US, delivery to Sourcewell members jobsite or non-continental US sites may incur additional fees if quantities are small and owners location is remote.</p>	*

60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	<p>Shipping</p> <p>Tarkett USA Inc. uses an independent, third-party, freight carriers to deliver its products. Freight costs included in pricing are FOB Destination/Distribution Hub within the continental United States.</p> <p>Additional freight costs will apply to Hawaii, Alaska and Canadian shipments. Additional costs may be incurred for drop shipments, lift-gate, expedited delivery, and other similar types of delivery.</p> <p>Freight Terms Freight shall be prepaid and included in the quoted price to the point within the Continental United States. Alaska, Hawaii, and Canadian freight quoted separately.</p> <p>Title and Risk of Loss Title and risk of loss shall pass to the Sourcewell member upon transfer to the freight carrier. However, for damage or loss occurring in transit, Tarkett USA Inc. & Johnson promptly replace the damaged or lost material and file any claims with the carrier on behalf of the Sourcewell member (if requested to do so by the member) to resolve any issues.</p> <p>Change Order and Cancellation Policy If a Sourcewell member wishes to cancel a Purchase Order for any reason other than a manufacturing defect, Tarkett USA Inc. may accept cancellation based upon the payment by the member to Tarkett USA Inc. of a restocking fee as outlined below: The Parties herein understand that Company is a made-to-order manufacturer. With respect to purchases made directly through Company or an authorized dealer, Customer may cancel an order for any running line Product at any time within the first 24 hours after submitting the order to Company, without incurring a cancellation/ restocking fee. After the initial 24 hour period, Company may cancel an order for running line Product before shipment of the Product, subject to a restocking fee based upon the percentage of completion of the ordered Product, as set forth in the table below.</p> <p>Notwithstanding the foregoing, with respect to custom-ordered Products, Customer may not cancel or return an order for any Product after the initial 24 hour period.</p> <p>Stage of Manufacture Percent of Restocking Charge Yarn (Ordered) 15% Greige (Tufted) 25% Finished 35% Custom product orders may not be canceled.</p>	*
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Tarkett USA Inc. uses an independent, third-party, freight carriers to deliver its products. Freight costs included in pricing are FOB Destination/Distribution Hub within the continental United States.	*

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

		Response *	
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Tarkett USA Inc. local account representatives will randomly audit the installing contractors that buy flooring and provide service to the Sourcewell member to ensure contract compliance and understanding. This list of installing contractors is well over six years old, and these flooring contractors (dealers) know how this contract works. For the contract guidelines to be followed the Sourcewell member must make it clear that they have the "desire and ability" to use the agreement and we will provide the Sourcewell flooring contractor with contract material and labor pricing. We request that all Sourcewell members be advised that their PO should reflect the contract name and number to ensure full compliance. We are not able to control our local contractors entirely but we will make the best faith effort to ensure this takes place by contract guideline. We will also review each Sourcewell statement for fees to ensure the account reps involved have been fully trained and know the guidelines of the contract.	*
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Tarkett USA Inc. USA Inc. is willing to offer Sourcewell a 2% administrative fee payable to Sourcewell for agreement sales on manufactured product adjusted by credits as a result of claims. The labor portion of this agreement performed by our dealers or Source One does not qualify for the fee.	*

Industry Specific Questions

Line Item	Question	Response *	
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65	Describe how your products contribute to or provide well-being of our members	<p>Good Materials – Choosing the right materials from the outset. If our products today are going to be our raw materials of tomorrow, we must design them wisely. Tarkett USA Inc. selects good materials defined as recycled and/or rapidly renewable for the design of products that are safe and healthy for humans and the environment. These materials at the end of life can be either reused safely by nature (biodegradation) or by industry (recycling). To optimize products, you must first understand what you have. Tarkett USA Inc. has all raw materials assessed according to the Cradle to Cradle® Material Assessment methodology. By undergoing third-party assessment, we are learning about the chemistry of our raw materials, defining a list of real ingredients that can be used in our global supply chain and driving innovation where we see opportunities for improvement. For us, C2C is not just about certification or transparency; it is a strategic path to material health and optimization. One of our 2020 goals is to assess all the raw materials utilized by Tarkett USA Inc. using the Cradle to Cradle Certified chemical assessment methodology. This process allows us to determine the health impacts of our ingredients and work with suppliers to optimize our raw materials. To date, 80% of Tarkett USA Inc.'s raw materials have been assessed using the C2C methodology. Another 2020 goal is to obtain 75% of our raw materials from renewable, recycled, or abundant sources so that they do not contribute to resource scarcity. To date, 67% of our materials meet this criterion.</p> <p>The Cradle to Cradle Product Optimization process is based on the following four steps:</p> <ul style="list-style-type: none"> o Material Inventory: In collaboration with our suppliers, we inventory the raw materials used in our products to 100 ppm (parts per million) and identify them by the Chemical Abstracts Service Registry Number (CASRN). o Material Screening: Individual chemicals are screened for their hazard rating using the GreenScreen List Translator (GS-LT), along with more than 100 other chemical hazard lists and scientific sources of toxicological information in use at EPEA, the European Cradle to Cradle scientific research institute based in Germany. o Material Assessment: The Cradle to Cradle® material assessment is specific to Tarkett USA Inc.'s material ingredients and suppliers and is conducted by EPEA. Materials are assessed over their lifecycle, including sourcing, production, use, and post-use handling. Chemical ingredients are profiled for their safety using eco-toxicological information, scientific literature, supplier data, and analytical testing. The biochemical role in the finished product and its effect on occupant exposure is evaluated. o Optimization: Products are reformulated using Cradle to Cradle® principles, by selecting materials that are safe, healthy, and beneficial for humans and the environment, and that can be perpetually cycled. <p>Tarkett USA Inc. has developed its product transparency tool called the Material Health Statement (MHS) which uses the chemical ingredient evaluation results obtained through the Cradle to Cradle (C2C) material assessments performed on our products. It is a third-party, verified material ingredient disclosure and assessment declaration. Materials are evaluated and given a color-coded rating by a third party utilizing the Cradle to Cradle® material assessment methodology http://www.TarkettUSAInc.com/mhs.</p> <p>Material Health Statement Benefits</p> <ul style="list-style-type: none"> • Third-party assessment and verification of materials by the Environmental Protection and Encouragement Agency (EPEA), a Cradle to Cradle certification organization, using Cradle to Cradle methodology for material optimization • Full ingredient disclosure to 100 ppm (0.01%) • Relevant health information provided gives the “user” the ability to make informed decisions based on a color-coded assessment rating • Transparency format includes both hazard and risk assessment • Proprietary and confidential information is protected by disclosure to a third party <p>The MHS transparency document contributes to LEED v4 MRc4 – Material Ingredient Disclosure and Optimization</p> <ul style="list-style-type: none"> • For products that are not Cradle to Cradle certified, the MHS provides a Material Ingredient Inventory certified by Green Circle Certified that meets MRc4 Option 1 - Material Ingredient Disclosure. • Cradle to Cradle certified products (Silver and higher) meet Option 1 and Option 2 - Material Ingredient Disclosure and Optimization. For these products, the MHS is a complementary document that is part of our continued commitment to transparency.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	<p>For our key customers, we offer extensive measurement and tracking systems to directly support your business strategies and foster continuous process improvement across your real estate portfolio to yield cost and time efficiencies. Although there will be overarching "given" goals and benchmarks for floorcovering for, such as on-time delivery, performance and environmental attributes, diversity initiative, etc., there may be unique performance, aesthetic, installation servicing, maintenance requirements that will vary greatly among Sourcewell member's locations.</p> <p>Quarterly, Semi- Annual or Annual meetings can be arranged to allow for current and evolving key performance indicators to be identified and monitored. Our business reporting provide</p> <ul style="list-style-type: none"> • Environmental Impact • Supplier Diversity • Productivity Savings

67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	<p>The company's sustainability goals and vision are applied to all facilities globally. Tarkett has been involved in developing a collaborative circular economy, respectful of natural resources and people's health. Since 2011, Tarkett has applied the Cradle to Cradle® principles to the full spectrum of its activities—from eco-design through to production and reuse. The Group has recycling centers worldwide and recently increased its recycling capacity in the US, France and Brazil. Additionally, the Group continues to pursue its ambitious eco-innovation strategy by focusing on transparency and optimizing products for improved material health based on Cradle to Cradle principals.</p> <p>Effective supply chain engagement enables us to achieve ambitious sustainability goals, partner for innovation and reach beyond our own facilities and products to incorporate Cradle to Cradle® principles. Trusted relationships with long-term partners have allowed for transparency and innovation in materials technology. Tarkett is a signatory of the United Nations Global Compact. We are committed to adopting and implementing robust policies and procedures in the areas of human rights, labor standards, the environment and business ethics to counter corruption.</p>	*
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	<p>For our key customers, we offer extensive measurement and tracking systems to directly support your business strategies and foster continuous process improvement across your real estate portfolio to yield cost and time efficiencies. Although there will be overarching "given" goals and benchmarks for floorcovering for, such as on-time delivery, performance and environmental attributes, diversity initiative, etc., there may be unique performance, aesthetic, installation servicing, maintenance requirements that will vary greatly among Sourcewell member's locations.</p> <p>Quarterly, Semi- Annual or Annual meetings can be arranged to allow for current and evolving key performance indicators to be identified and monitored. Our business reporting provide metrics on items such as:</p> <ul style="list-style-type: none"> • Floorcovering Spend • Regional Product Allocation • Environmental Impact • Supplier Diversity • Productivity Savings 	*
69	Describe the extent to which your products contain recycled content or are recyclable.	<p>Ethos with OmniCoat Technology™ products are made from recycled non-chlorinated polymer and are 100% recyclable.</p> <p>Cradle to Cradle Certified Silver</p> <p>Indoor Air Quality-CRI Green Label Plus and FloorScore®</p> <p>Greenhouse Gas Emissions-ClimateCHECK and Carbonfree®</p> <p>Sustainability Assessments-NSF140 and NSF332</p> <p>FLEX-AIRE Cushion Backing is a non-urethane, Closed Cell, 100% recyclable vinyl cushion offering.</p> <p>SCS Global Certified-NSF140 Gold* 100% recyclable through ReStart Green Label Plus</p> <p>ER3 is the industry's first 100% recycled content secondary backing for modular carpet tile.</p> <p>SCS Global Certified-NSF140 Platinum*</p> <p>100% recyclable through ReStart</p> <p>Green Label Plus</p>	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - Tarkett USA Inc._FY 2016_2017_2018 ResultsL.pdf - Thursday August 08, 2019 15:45:37
- [Marketing Plan/Samples](#) - Sourcewell Marketing Piece.pdf - Thursday August 08, 2019 15:43:07
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Warranty Information.pdf - Thursday August 08, 2019 16:16:24
- [Pricing](#) - Sourcewell RFP Pricing.pdf - Thursday August 08, 2019 16:29:18
- [Additional Document](#) - Environmental Information.pdf - Thursday August 08, 2019 16:16:39

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Noah Corbin, Contract Sales Support Specialist

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

Sourcewell

Tarkett Approved Dealers

Updated: February 2023

Exhibit "E"

STATE	COMPANY	CITY	ZIP CODE	ADDRESS	TELEPHONE	FAX NUMBER	CONTACT	EMAIL ADDRESS	MINORITY OWNED	State Contract Approved?
AK	Florcraft	Fairbanks	99701	1991 Fax Ave	(907) 452-1423		Wayne Miller	wmiller@florcraft.com		
AL	Builders Flooring Connection	Millbrook	36054	2181 Main Street	(334) 285-7118		Eric Parks	eparksbfc@hotmail.com	No	
AL	C. W. Smith Decorating Company	Prattville	36067	1313 Highway 31 North	(334) 351-0561		Ben Lambert	ben@cwsmithdecorating.com		
AL	Cannon Carpet One	Opelika	36801	3500 Pepperell Parkway	(334) 749-1300		Dan Cannon	dancannon@carpetone.com	No	
AL	Carpet Specialties	Birmingham	35222	4401 1st Ave. N	(250) 595-3212			mickey@carpet-specialties.com	No	
AL	Classic Flooring	Birmingham	35206	6512 Madrid Ave	(205) 951-7773					
AL	Commercial Floor Systems, INC	Alabaster	35007	62 Longview Industrial Court	(250) 663-7346					
AL	Covington Flooring Company	Birmingham	35203	709 1st Avenue North	(205) 490-2202					
AL	Glenn's Flooring	Irondale	35210	2411 1st Avenue South	(205) 957-0004					
AL	James Carpets	Huntsville	35811	2722 North Park Drive	(256) 755-1178		John Schleicher	jschleicher@yahoo.com		
AL	Kirkley Floor Covering	Auburn	36830	1201 Commerce Drive	(334) 821-7255		Ken Kirkley	kkirkleykirkflor@bellsouth.net		
AL	McCord Contract Floors, Inc.	Dothan	36301	3052 E. Cottonwood Road	(334) 791-4300		Gary McCord	Jake@mccordfloors.com Gary@mccordfloors.com		
AL	Russell S. Lee Flooring America	Tuscaloosa	35401	915 31st Avenue	(205) 345-1735		Harrison Lanford	hlanford@rslee.com		
AL	Sanders Hyland	Mobile	36693	1640 Varner Drive	(251) 661-1952		Carl Waddell	carlw@sandershyland.com		
AL	Spec 9 Contract Floor	Bessemer	35022	1020 9th Avenue, SW	(205) 481-2109		Olandus Eason	o.eason@spec9contractflooring.com		
AL	The Carpet Store	Florence	35630	1508 North Pine Street	(256) 767-5195	(256) 767-9799	Joe Murphy	carpetstore@aol.com		
AL	Weiss Flooring, Inc.	Montgomery	36121-1225	584 Oliver Road	(334) 277-9927		Robert P. Weiss	robertw@weissflooring.com	No	
AR	JGP Floorcovering	Little Rock	72209	6711 Young Road	(501) 562-5568	(501) 568-7680	Kevin Perry	kevin@jgpfloors.com		
AZ	Norcon Industries	Guadalupe	85283	5412 E Calle Cerrito	(480) 839-2324		Ned Norris		No	
AZ	RFC Holdings (AKA Re-Source Arizona)	Phoenix	85018	4140 N. 44th Street, Ste 100	(602) 256-2862		Pete Weidner		No	
CA	A & S Flooring	Chula Vista	91914-3517	2461 Fenton St	(619) 585-8057		Sal Gutierrez		Yes	
CA	A&P Floor Company	Sacramento	95823	3075 52nd Avenue	(916) 422-0677	(916) 422-2718	Brian Plourde	bplourde@apfloor.com		
CA	All County-Flooring	Vacaville	95688	531 Merchant Street	(707) 205-4229 ext1104	(866) 321-2909	Marlene Silva	marlene@allcounty-flooring.com		
CA	CG Flooring	City of Industry	91744	16032 Kaplan Ave	(626) 336-6774		Chet Grisso		No	
CA	Commercial Flooring Services	El Cajon	92020-8340	1736 Navaja Rd	(619) 440-4242		Tom Hart		No	
CA	Continental Flooring Inc	Rancho Cucamonga	91730	10763 Bell Court	(909) 941-8305		Brian Ruff		Yes	
CA	Custom Craft	San Dimas	91773-1464	949 N Cataract #A	(909) 599-7294		Bill Stahlman		No	
CA	D&D Flooring	Sacramento	95841	4801 Berksford St	(916) 834-6324		Don Roberts		No	
CA	DFS Flooring	Van Nuys	91406	15651 Saticoy St.	(818) 374-5267	(818) 374-5226	Richard Friedman	rmf@aol.com		
CA	Donald M. Hoover Company	Fontana	92335	10130 Redwood Avenue	(951) 440-7945		Race Gentry	race@hooverflooring.com		
CA	Donald M. Hoover Company	Fontana	92335	10130 Redwood Avenue	(909) 355-0125		Race Gentry		No	
CA	Floor Tech America	Pomona	91768-3211	125 Mercury Drive	(909) 598-6328	(909) 598-6125	Greg Carlton	gregfta@gmail.com		
CA	French's Floor Fashions	Yuba City	95991	734 Sutter Street	(530) 673-0649	(530) 673-0110	Bud French	frenchfloor@comcast.net		
CA	Genesis Floor Covering Inc.	Santa Fe Springs	90670	11823 E. Slauson Avenue Unit 21	(562) 345-5007		Oscar Medina	dflores@genesisfloor.net	Yes	
CA	GPS Carpet Installation and Cleaning	Northridge	91326	11008 Darby Avenue	(818) 831-9247		Greg Sata		Yes	
CA	Interfinish	Garden Grove	92843	11861 Cardinal Cr Ste A	(714) 534-3825		Tom Burns		No	
CA	Kisba Contracting, Inc.	Pomona	91768	125 Mercury Circle	(909) 444-0023		Karrie Roarick	karrie@kisbacontracting.com		
CA	KYA Surfacing	Santa Ana	92705	1800 E. McFadden	(714) 659-6481		Ericka Licon		No	
CA	Metro Floors, Inc.	Bakersfield	93313	5620 District Blvd. #105	(661) 835-4680	(661) 835-4686	Kelly Ripley	kelly.metro@kern.com		
CA	NC Floor and Tile	Eureka	95501	251 Broadway	(707) 445-1805		Jason Jordan	jason@ncfloorandtile.com		
CA	Premier Floor Coverings	Grass Valley	95945	807 South Auburn Street	(530) 273-3711	(530) 273-2014	Dan Grattan	dgrattan@pacbell.net		
CA	Progressive Flooring	Santa Ana	92705-4422	1411 E Wilshire Ave	(714) 647-0999		John Spinella		No	
CA	ProSpectra Contract Flooring	Cerritos	90703	17405-B Valley View Ave	(562) 926-2387		Al Schwartz	al.schwartz@spectraf.com	No	
CA	ProSpectra Contract Flooring	Poway	92064	13250 Gregg Street, Ste F	(858) 413-3502		Steve Landreth	Steve.landreth@spectraf.com		
CA	RJ Inc.	Modesto	95351	1016 Reno Avenue Suite C	(209) 408-0198	(209) 571-5056	Bob White	bob@rj-inc.com		
CA	Temalpakh Inc DBA The Works Floor & Wall	Cathedral City	92234	36660 Cathedral Canyon Drive	(760) 750-5778		Dennis Morasch		No	

Sourcewell

Tarkett Approved Dealers

Updated: February 2023

STATE	COMPANY	CITY	ZIP CODE	ADDRESS	TELEPHONE	FAX NUMBER	CONTACT	EMAIL ADDRESS	MINORITY OWNED	State Contract Approved?
CA	The Land Solutions	Santa Ana	92705	1522 Brookhollow Drive, Ste 3	(714) 659-6481		Lynne Lees		No	
CA	Vanguard Flooring	Monarch Beach	92629-4522	24156 Vista D'Oro	(909) 257-3635	(949) 481-0959	Derrick Mandoza	dmandoza@vanguardflooring.com	No	
CO	CarpeTime	Grand Junction	81504	2920 1-70 Business Loop	(970) 245-4753		Dave Blehm			
CO	Flooring Solutions	Westminster	80021	9162 W 92nd Avenue	(720) 352-3104		Tony Dahl			
CO	Gary Leimer, Inc.	Denver	80022	4900 E. Pacific Place	(303) 297-9261		Dave Ahl	dahl@garyleimer.com	No	
CO	H W Commercial Interiors	Colorado Springs	80903	100 E. Saint Vrain Street, Suite 200	(719) 591-2141		Brandon Patterson			
CO	Next Generation Services LLC	Englewood	80110	3667 S. Huron St.	(303) 789-5240; (720) 641-1941	(303) 789-5313	Kevin Croshal	Kevin@nextgenerationsurfaces.com		
CO	Rampart Tile	Colorado Springs	80907	1110 Elkton Drive, Suite 1	(719) 491-5575		Nathan Young			
CO	Skip's Carpet Service	Loveland	80538	5816 Pronto Way	(970) 227-7476		Skip Eigbritt			
CT	Bartholomew Contract Interiors	Hartford	06120	3324 Main Street	(860) 522-5555	(860) 724-2887	Suzu Eckstein	bartholomew01@snet.net	SBE	
CT	M Frank Higgins & Co.	Newington	06111	780 North Mountain Road	(860) 953-6826		Steve Cloud Kathy Cloud	scloud@mfhiggins.com kcloud@mfhiggins.com	WBE	
CT	New England Flooring LLC	Unionville	06085	144 Oakridge	(860) 305-0914		John Labbadia	newenglandflooring@aol.com		
CT	R D Weis Company	South Windsor	06074	52 Connecticut Avenue, Suite C	(860) 528-9637	(860) 528-0897	Val Moody	valmoody@rdweis.com		
CT	Reliable Flooring	East Hartford	06108	100 Thomas Street	(860) 289-9400		Juan Villamizar		Yes	
DE	Delaware Flooring Re:Source	New Castle	19720	259 Quigley Blvd Ste 11	(302) 395-9700 or (302) 250-2848		Gary Remper			
DE	Tri-State Carpet	Wilmington	19801	2 S. Poplar Street	(302) 654-8193		Tom Hicken	thicken@tristatecarpet.com		
FL	9680 Contract Carpet, Inc.	Jacksonville	32241	P.O. Box 24845	(904) 993-5473	(904) 260-9684	Rich Scott	rich9680@hotmail.com		
FL	Acousti	Alachua	32615	14100 NW 126 Terrace	(386) 462-9900	(386) 462-9901	Don Cornelius	doncornelius@acousti.com		
FL	Adrienne Floorcoverings	Clearwater	33762	440 118th Ave. N., Ste. 110	(727) 592-0922	(727) 571-3491	John Smith	john@adrienneflooring.com		
FL	Carpet Creations Commercial	Pensacola	32515	3305 North "S" Street	(850) 438-6393		George Taylor	george@carpetcreations.net	No	
FL	CIC	Miami	33315	1799 NW 22nd St.	(305) 776-3123		Eloise Gonzalex	eloise.gonzalez@cic-corp.com		
FL	Dixie Contract Carpet, Inc.	Jacksonville	32241	POB 24808	(904) 296-0023; Cell (904) 458-	(904) 296-9689	Anita Prewitt	aprewitt@dixiecc.com		
FL	Florida Business Interiors	Lake Mary	32746	940 Williston Park Point	(407) 708-5900	(407) 708-5888	David O'Bryan	dobyran@4fbi.com		
FL	Functional Flooring, LLC	Stuart	34997	4950 SE Hanson Circle	(772) 634-4652		Chuck Franciscani	functionalflooring1@gmail.com		
FL	Interior Flooring Solutions	Melbourne	32935	290 North Wickham Road	(321) 242-1030		Kevin Rehl	kevin@intfloors.com		
FL	McCann & Baird	Tampa	33605	4302 East 10th Ave., Ste. 202	(813) 622-0761	(813) 242-6881	Kevin McCann	mccannandbaird@aol.com		
FL	Moss Industries	Chipley	32428	1427 Gainer Road	(850) 638-0064		David Moss	fcichipley@bellsouth.net		
FL	Pro-Floors Plus	Lynn Haven	32444	3902 Jenkins Ave	(850) 527-3389	(850) 248-0105	Ron Perkins	Ron@profloorsplus.com		
FL	Resource 4 Floors	Ft. Lauderdale	33314	3350 Burris Road	(786) 797-2372	(954) 581-8115	Dave Vernon	dave.vernon@resource4floors.com	No	
FL	Spectra Contract Flooring	Tampa	33605	1802 Grant Street, Suite 200	(813) 254-7278		Stephen Busbee	stephen.busbee@spectracf.com		
FL	Tampa Contract Floors	Tampa	33614	9102 N Dale Mabry Hwy	(813) 688-0144		Aaron Truman			
FL	The Flooring Team/The Flooring Lady	West Park	33023	5914 SW 25th Street	(954) 987-5800	(954) 987-5477	Gregg Markowitz	theflooringteam@bellsouth.net	Yes	
FL	Wilson Floor Covering	Pensacola	32505	3800 Liggett Street	(850) 433-3154		Bobby Wilson	bobby@wilsonfloors.net	No	
GA	1Source Flooring Alliance, LLC	Alpharetta	30004	5665 Atlanta Hwy, Suite 103-134	(678) 762-0391		Dennis Hinojos	Dhinojos@1SourceFlooring.guru		
GA	Burper Corp	Norcross	30071	8974 Redwine Street	(770) 337-7487		Billy Burton	burpercorp@bellsouth.net		Yes
GA	Carpets of America Group	Fayetteville	30214	118 Ellis Rd	(770) 716-2793					
GA	Dalton Carpet One	Athens	30606	3690 Atlanta Hwy.	(706) 353-0547	(706) 353-2141	Ezra Peterson	epeterson@daltoncarpetone.com		
GA	Northeast Georgia Carpet	Baldwin	30511	125 Applacian Overlook	(706) 499-7835	(706) 776-8228	Bill Lewallen	bill@negacarpet.com		
GA	Occupied Renovations	Norcross	30092	6730 Jones Mill Ct.	(770) 326-9212		Preardigan	preardigan@occupiedrenovations.com		
GA	Russell Ventures, Inc.	Acworth	30102-3162	322 Northpoint Pkwy SE, Ste D	(678-574-9805)	(678) 574-9808	Tammy Owen	tammy@russellventures.com		
GA	Spectra Contract Flooring Georgia	Norcross	30071	6684 Jimmy Carter Blvd, Suite 500	(770) 729-2700		Brad Roebuck	brad.roeback@spectracf.com		
GA	Synergy Consulting Group	Kennesaw	30152	1000 Cobb International Dr. NW, Suite F-1	(770) 794-8200		David Serviss	d.serviss@syngapp.com		
GA	Thomas Carpets	Atlanta	30331	1045 Research Ctr, Atlanta Drive, Ste B	(404) 699-2961	(404) 699-2965	Matt Yates	myates@thomascarpets.com		
GA	Vanguard Commercial Flooring	Norcross	30071	1325 Oakbrook Dr Suite E	(404) 516-5265		Dan Keenan	dan@vanguard-cf.com		Yes

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GA	Vision Flooring Solution	Norcross	30093	1670 Oakbrook Drive Suite 310	(770) 849-9974		Phillips Vrogdon	phillips@vision-flooring.com		Yes
IA	Poindexter Flooring	Indianola	50125	2913 North Jefferson Way	(515) 669-6313		Brian Poindexter	brian@poindexterflooring.com		
IA	Ralph N Smith	Des Moines	50317	714 SE 15th Street	(515) 979-6891		Bill Olson	bill@ralohnsmithinc.com		
ID	Custom Floors	Middleton	83644	26495 Eric Lane	(208) 573-3784		Jeff Fetty	customfloors4u@aol.com		
ID	Great Floors	Meridian	83642	2855 East Fairview	(280) 884-1994		Brad Allred	b.allred@greatfloors.com		
ID	Wall 2 Wall	Pocatello	83291	950 Yellowstone Hwy	(208) 232-4226		Dale Miller	dean@w2wcommercial.com		
IL	ABM Commercial Flooring	Bloomington	60108	163 Covington	(630) 924-7766		Al Lucenti II	albert@abmcf.com		
IL	Commercial Floorcovering, Inc.	Champaign	61822	3611 N. Staley Road	(217) 328-7321	(217) 337-3067	Rob Smith	rsmith@cflooring.net		
IL	Consolidated Chicago	Addison	60101-4532	25 W. Official Road	(630) 458-8600	(630) 458-8601	Ken Smith	ksmith@consofloors.com		
IL	Lombardi Paints & Interiors	Collinsville	62234	2000 N. Bluff Road	(618) 343-1900	(618) 343-1925	Rob Lombardi	roblombardi@nextel.blackberry.net		
IL	Precision Floor & Tile, Inc.	Champaign	61822	4705 Chestnut Grove Drive	(217) 328-3557	(217) 239-5028	Marci Smith		Minority	
IL	Superior Floors, Inc.	Peoria	61603	3225 North Prospect Road	(309) 688-4461	(309) 688-4463	Lyle Almasy	supfloor@mtco.com		
IL	The Arizona Tile Company	Springfield	62711	3100 Cockrell Lane	(217) 793-6922	(217) 793-7334	Gayland Scott	gaylandscott1@gmail.com		
IL	Tile Specialist, Inc.	Champaign	61826	705 North Country Fair Drive	(217) 359-1765		Marty Smith			
IN	Superior Carpet	Indianapolis	46202	1027 East Georgia Street	(317) 632-7441		Roger/Randy			
KS	Floor Perfect	Salina	67402	808 N. Tenth St.	(785) 825-6268	(866) 849-9265	Chris Comeau			
KS	Image Flooring	Lenexa	66215	14720 W. 105th Street	(913) 227-7766	(816) 918-5324	Lauren Fleischer	lauren@imageflooring.com		
KS	Regents Flooring	Lenexa	66215	9555 Alden Street	(913) 663-9922		Jeff Farrell		WBE	
KS	Star Lumber	Wichita	67277	325 South West Street	(316) 946-1524		Cindy Schauf			
KY	Butler Flooring Services	Louisville	40208	1805 S. Floyd St.	(502) 367-7755		Rob Butler			
KY	Carpet Decorators	Central City	42330	107 North 2nd Street	(702) 754-5041		Mark Young	myoung@carpetdec.com		
LA	Anytime Flooring	Baton Rouge	70815	11634 Darryl Drive	(252) 272-0545		Laurie Aldridge	laurie@anytimeflooring.com		
LA	Architectural Acoustics	Lafayette	70508	288 Mecca Street	(337) 237-3161	(337) 237-3169	Reata Lang	reata@archacoustics.net		
LA	B&J Flooring	Shreveport	71106	9258 Wallace Lake Rd.	(318) 671-1570	(318) 671-1571	Donnie Juneau	donnie@bjfloors.com		
LA	Cornerstone Commercial Flooring	Greenwell Springs	70739	6713 Frontier Dr.	(225) 270-0749	(225) 262-0944	Jim Lloyd	jlm@cornerstoneflooring.net		
LA	Fibrebond	Minden	71055	1300 Davenport Drive	(318) 377-1030	(318) 377-5756	Kevin Horton	kevin.horton@fibrebond.com		
LA	LA School Equipment	Baton Rouge	70808	3607 Perkins Rd. Ste. B	(225) 343-0593	(225) 387-0556	Gary Gulotta	ggulotta@cox.net		
LA	LaCour's Carpet World	Baton Rouge	70806	7421 Tom Drive	(225) 927-4130	(225) 927-4135	David LaCour	david@lacoursbr.com		
LA	O'Brien Flooring	Slidell	70461	189 Commercial Square	(985) 726-5190	(985) 726-5191	Mike O'Brien	mikeo@bellsouth.net		
LA	RCC Flooring	Metairie	70002	2901 Ridgeway Dr. Ste. 217	(504) 833-6331	(504) 833-6354	Mark Royer	mark@rccflooring.com		
LA	Robichaux Tile	Thibodaux	70301	106 Camellia Drive	(985) 446-6635		Brad Robichaux			
MA	Allegheny Contract	Winchester	01890	36 Holton St.	(339) 227-5550		Ryan Burke	rburke@alleghenycontract.com		
MA	Ayotte and King for Tile Inc.	Chicopee	01020	165 Trilby Avenue	(413) 532-9463	(413) 435-0149	David King	davidking@ayotteandking.com		
MA	Business Interiors	Woburn	01801	Wheeling Drive	(978) 605-8181		Bill Labo			
MA	Capitol Carpet	Woburn	01801	12 Walnut Hill Park	(781) 935-9430		Michael Da Silva	Mdasilva@capitalcarpetonline.com		
MA	Dimauro Carpet & Tile	East Longmeadow	01028	185 Shaker Road	(413) 525-1991		Vinny Dimauro			
MA	M Frank Higgins & Co.	Newington	06111	780 North Mountain Road	(860) 953-6826		Steve Cloud or Kathy Cloud	scloud@mfhiggins.com kcloud@mfhiggins.com	WBE	
MA	Pavilion Floors	Woburn	01801	90 Commerce Way	(781) 305-5434		Doug Mann	dmann@pavilionfloors.com		
MD	A&B Floors	Baltimore	21205	5401 Ardman Ave	(410) 485-6790, Ext 113		Rich Howe or Richard Poe			
MD	Arc Floors	Frederick	21704	7118 Geoffrey Way, Suite F	(240) 379-7800		Terry Kelly	tkelly@arcfloor.com		
MD	Corridor Flooring Associates	Baltimore	21231	832 South Bond Street	(410) 522-2244, ext 10	(410) 522-2244	Tammy Coyle	Tammy.Coyle@CorridorFlooring.com		
MD	Southern Maryland Floors	White Plains	20695	10505 Theodore Green Blvd.	(301) 392-9211		Brian Thompson	bthompson8830@comcast.net		
MD	Value Carpet One DBA S. Lee Smith, Jr., Inc.	Salisbury	21801	1530 N. Salisbury Blvd.	(443) 359-0918		Jack Burroughs or Cindy Pilchard	jackburroughsco@yahoo.com, cindyilchardco@comcast.net		
MI	Capital Flooring	Wixom	48393	47904 Anna Ct Ste A	(248) 912-0074		Mike Bellanger	mbellanger@capitalflooringinc.com		

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MI	Conventional Carpet	Sterling Heights	48314	7155 19 Mile Rd	(586) 739-5466		Chuck Detloff		no	
MI	River City	Hudsonville	49426	3307 Hudson Trails	(616) 318-4949		Kevin Pasma	mailto:Kevin@rivercityflooring.net		
MI	SCI Floorcovering	Romulus	48174	30610 Ecorse Road	(248) 359-3500	(248) 359-3722	John Tomei		Non-Union	
MI	Shamrock Floorcovering SVCS	Ann Arbor	48108	4454 Concourse Drive	(734) 994-5770		Shelia Campbell	scampbell@shamrockfloors.com		
MI	Shock Brothers Floor Covering	Roseville	48066	20320 Cornillie Dr.	(586) 585-7470		Ron Adams	ron@chockbrothers.com		
MN	Absolute Commercial Flooring, Inc.	Plymouth	55442	9850 51st Ave. N. Suite 106	(763) 746-8900	(763) 746-8902	Karla Sheehy	karla@absolutecf.com	MBE	
MN	Advanced Commercial Flooring	Minneapolis	55446	15930 38th Ave. N	(763) 600-6980		Dan Sheehy	dan@advancedcommercialflooring.com		
MN	CFS Interiors and Flooring	Eagon	55121	940 Apollo Rd, Suite 110	(651) 681-8100	(651) 681-1385	Andy Marden	nmarden@cfs-floors.com		
MN	Intersource, Inc.	Minneapolis	55405	275 Market St., Suite 190	(612) 377-0499	(612) 377-0599	Nancy Flom	nflom@starkcarpet.com	Yes	
MO	Allen Floors, Inc.	Jefferson city	65101-4430	2826 E. McCarty Street	(573) 635-0602		Victor Allen		WBE	
MO	JAMCO(John A. Marshall Co.)	N. Kansas City	64116	1433 Murray Street	(816) 741-9612		Todd Saunders			
MS	Anderson Carpet One	Hattiesburg	39401	515 East Scooba Street	(601) 545-7198	(601) 583-1133	Eddie Wirberding	ewirberding@andersondesigncenter.com		
MS	Carpet Contractors	Southaven	38671	2477 Globe Cove	(901) 346-0093		Erick Green	erick@bgcarpets.com	No	
MS	Craft Croswell	Ridgeland	39157	116 Ridgeland Plaza	(601) 856-8861	(601) 856-9475	Bobby Croswell	bob@craftcroswell.com		
MS	DeSoto Floor Covering & Interiors	Olive Branch	38654	10886 Desoto Rd	(662) 408-4660		Chris Churchill	chris@desotofloors.com		
MS	Rhodes Flooring Am.	Biloxi	39530	884 Howard Ave.	(228) 432-2501	(228) 432-8575	Charles Schaffer	cschaffer@rhodesflooringamerica.com		
MS		Olive Branch	38654	10120 MS-178	(662) 893-0060		Bubba Stanton	Bubbar@signature-floors.com	No	
MT	Contract Flooring	Great Falls	59405	1201 7th St. South	(406) 761-3223		Mike Walsh	mike@c1contract.com	No	
MT	Harringtons	Butte	59701	1432 Harrison Avenue	(406) 723-6066		Gary, Chad, or TJ Harrington		No	
MT	Richs Modern Flooring	Billings	59105	713 E. Main Street	(406) 248-3656		Rich Miller	rcom@bridgeband.com	No	
MT	Western Flooring	Missoula	59801	1015 Mount Avenue	(406) 728-8184		Jeff Smith		No	
NC	Adams Carpet One	Wilson	27896	3460 Airport Blvd	(252) 291-4900	(252) 237-7600	Mickey Adams	madams@adamscarpetone.com		Yes
NC	All About Floors	Mayodan	27027	803 South Ayerville Rd	(336) 349-4469	(336) 453-6846	Steven Booth	steven@allaboutfloors.com		
NC	Apex	Angier	27501	251 Fish Drive	(919) 331-2047	(919) 331-2048	Rhonda Remchak	rhonda@apexcontractcarpets.com		Yes
NC	Atlanta Flooring Design	Charlotte	28216	6901 A-1 Northpark Blvd	(704) 598-2153		Scott Palmer			
NC	Bonitz Flooring Group Inc	Raleigh	27617	10701 World Trade Blvd	(919) 361-1500 or (919) 361-1544	(919) 361-1501	Lamont Evans	lamontevans@bonitz.com		Yes
NC	Bonitz of Kernersville	Kernersville	27284	232 Industrial Way	(336) 996-9900	(336) 996-8767	Scott Cornatzer	scottcornatzer@bonitz.com		Yes
NC	Brock Contract Services Inc	Raleigh	27607-5137	1400 Nowell Road	(919) 570-1300 or (919) 747-7477	(919) 382-3310	Eric Christian	echristian@brockcontract.com		Yes
NC	Carolina Commercial	Wilmington	28405	2918 Orville Wright Way	(910) 343-3337	(910) 343-4131	Dan Brock	dan@ccfloorcovering.com		Yes
NC	Carpet Design Center	Greenville	27834	3205 S. Memorial Drive	(252) 439-0840	(252) 439-0843	Karen Hardee	karencptdesign@hotmail.com		Yes
NC	Carpet One (Pearlman's)	Asheville	28801	80 Charlotte Street	(828) 252-1594 or (828) 713-8536	(828) 252-5529	Randy Smith	randysmith@pearlmanscarpets.com		Yes
NC	Carpet One Commercial Division	Fayetteville	28304	4101 Raeford Rd	(910) 433-2757	(910) 321-1062	David Ivey	divey@ncrbiz.com		
NC	EE Wilson Floor Covering, Inc.	Lexington	27292	POB 689	(336) 357-5555		Efrid E. Wilson	ewilson@eewilson.com		
NC	Flooring Solutions, Inc.	Wilmington	28405-3736	6426B Windmill Way	(910) 443-0125		Brandon Burris	bburris@flooringsolutions.com		Yes
NC	Floorscape NC, Inc	Cary	27513	160 NE Maynard Rd Ste 210	(919) 465-0070 or (919) 538-3216	(919) 465-0057	Tammy Fisher	tfisher@floorscapenc.com		
NC	Garmon & Company, Inc.	Charlotte	28205	1321 Central Avenue	(704) 331-0886	(704) 331-0775	Scott Garmon	Scott@garmonandcompany.com	Yes	
NC	Just Floors Inc.	Fayetteville	28306-3103	1559 Wilmington Hwy	(910) 864-9110	(910) 483-7180	Darlene Cashwell	darlene@justfloors.com	Yes	Yes
NC	Modular Design	Charlotte	28208	1230 West Morehead Street, Ste. 104	(704) 332-0009		Charles Hollar			
NC	PBI	Asheville	28803	123 Sweeten Creek Road, Ste. A	(828) 277-7001		Daren Pinkerton			
NC	Pro-Com Floor Covering Inc	Greensboro	27407	3720 Alliance Drive, Ste D	(336) 299-6136	(336) 362-6118	Marcus Bizer	marcusprocom@bellsouth.net		Yes
NC	Professional Carpet Service	Angier	27501	3870 Zacks Mill Rd	(919) 207-2353 or (919) 868-7037	(919) 894-2115	Glen Rogers			
NC	Resource Flooring Cont Inc dba Re-Source NC	Winston-Salem	27101-4746	2050 E. Fifth Street	(336) 714-5750 or (336) 714-5720	(336) 714-5751	Ken Baker	kbaker@resourcenc.com		

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NC	Right Touch Interiors	Greensboro	27405-7262	807 Post Street	(336) 378-0033 or (336) 362-4257	(336) 378-0053	Tommy Adams	tommy@righttouchinteriors.com		Yes
NC	Spectra of Clinton NC	Clinton	28328	627 W. Mt. Gilead Church Rd	(910) 305-7255		Mike Brummett	mike.brummett@spectracf.com		
NC	Stanly Interiors	Albemarle	28001	1943 E Main Street	704-983-3164		Angela Hopkins	angela.stanlyinteriors@gmail.com		Yes
NC	Storr Office Environments	Raleigh	27617	10701 World Trade Blvd	(919) 313-2736 or (919) 798-8380		Jack King	jking@storr.com		
NC	Storr Office Environments	Raleigh	27618	10800 World Trade Blvd	(919) 313-3757 or (919) 313-3781	(919) 313-3701	Bobby Gaskins or Tim Blevins	bgaskins@storr.com tblevins@storr.com		Yes
NC	Tay Carpet Installations	Greensboro	27435	P. O. Box 5772	(336) 549-1656		Manuel Tay, Jr.	mantay@taycarpetinstall.com		
ND	CFS Interiors and Flooring	Eagon	55121	940 Apollo Rd, Suite 110	(701) 388-7280		Monty Becker	mbecker@cfs-floors.com		
ND	House of Color	Bismarck	58501	2100 E. Broadway	(701) 223-2381	(701) 223-7067	Brad Bosch	bradb@houseofcolorinc.com		
NE	Commercial Flooring Systems	Omaha	68137	11008 John Galt Blvd	(402) 592-4383		Jim Vanhauer	jim@cfsomaha.com		
NE	Floor Inc.	Omaha	68137	10820 Mockingbird Drive	(402) 597-0611		Steve Shiller	steve@floorsinc.net		
NJ	Commercial Interiors Direct	Riverdale	07457-1718	1 S. Corporate Drive, 2nd Floor	(973) 839-8394		Steve Muller	sales@cidint.com	Yes	
NJ	Flooring Concepts	Manalapan	07726	289 Rtt 33, Building C	(732) 409-7600		John Pilot	john@flooringconceptsinc.com		
NJ	Gillespie Group	Dayton	08810	5 Chris Court, Suite G	(732) 254-5508	(732) 254-5537	Maurice Gaynor	mgaynor@thegillespiegroup.com		
NJ	Hannon Floors	Union	07083	1119 Springfield Rd	(908) 686-6333		Jim Hannon	sales@hannonfloor.com		
NJ	Independent Commercial Floors	Bergenfield	07621	161 Woodbine Street	(201) 894-0044		Jeff Spinardi			
NJ	LBJ Interior Solutions LLC	Newark	07102	12 Perrine Road Suite 106	(732) 710-9483		John Gillespie	jgillespie@ljbllc.com	Yes	
NJ	Milherton Commercial Flooring	Fairview	07022	25 Industrial Ave, Suite 2	(201) 644-6580	(201) 642-6480	Alberto Milherton	alberto.milherton@gmail.com	Yes	
NJ	NorthEastern Floors	West Berlin	08091	447 Commerce Lane, Suite A	(856) 809-0100		John Carbo	john@nefloors.com		
NJ	RFS Commercial	Saddle Brook	07663	280 N. Midland Avenue Building M	(201) 76-0006		Michael Pizzuto	info@rfscommercial.com		
NM	BDI Commercial Flooring SVCS, LLC	Albuquerque	87110-3967	2520 Jefferson St NE Ste C	(505) 884-1160		Clarence Zimmerman	clarence@bdcfs.com	No	
NM	Business Environments	Albuquerque	87113-1934	5351 Wilshire Ave NE	(505) 888-4400		Daryl Burleson	dburleson@businessenvironments.com	No	
NM	Casey Carpets	Las Cruces	88005-4008	1515 W. Amador Ave	(575) 523-9595		Hank Schweinebraten	caseycarpet@qwestoffice.net	No	
NM	Dimension Flooring	Albuquerque	87109	4860 Pan American Frwy	(505) 888-0066		Wardell Jeffreis			
NM	Dominguez Carpet & Tile Inc	Santa Fe	87505-1838	1000 Cerrillos Rd	(505) 988-3022		Pete Dominguez		No	
NM	Georges Carpet & Supplies, Inc.	Roswell	88201-4608	216 W. 2nd Street	(575) 624-0901		Ken Bresson	ken@dfn.com	No	
NM	Harrison Contracting Co., Inc.	Albuquerque	87107-4925	1420 Mission Ave NE	(505) 877-3970		Orlando Gonzales	orlando-harrison@lobo.net	No	
NM	Southwest Carpet & Floors, Inc.	Alamogordo	88310-6001	811 1st Street	(575) 437-7976		Clay Henderson	Southwestcarpets@beyondbb.com	No	
NV	Flooring Solutions of Nevada (FSI)	N. Las Vegas	89030	2829 Synergy Street	(702) 399-9003		Bryan Price		Yes	
NV	SI Legacy Flooring	Sparks	89431	750 Freeport Blvd, 103	(775) 741-4273	(775) 562-2693	Jim Farley	flooring@sillegacy.com		
NY	Architectural Flooring Resource	New York	10001	135 West 27th Street	(212) 290-0200	(212) 290-2855	Mercedes Montano	mercedes@afny.com		
NY	B&B Floorcovering, Inc.	Dryden	13053	2217 Dryden Rd.	(607) 844-4900	(607) 844-4982	Bruce Baker	bruce@bbfloor.com	No	
NY	Baer's Rug & Linoleum	West Babylon	11704	275-A Edison Avenue	(631) 392-1073	(631) 139-1076	Lisa Esposito			
NY	B-I-L Office Furniture	Middle Village	11379	61-65 Metropolitan	(718) 417-0502	(718) 497-4830		stanley@bilofficefurniture.com	No	
NY	Brickman & Sons	New York	10003	55 First Avenue	(212) 674-3213		Jim Doria	jdoria@hbrickman.com		
NY	Chelsea Floor Covering	New York	10011	139 West 19th Street	(212) 243-0375		Dennis Bosco, Jr.			
NY	CKS Flooring Corporation	Marcellus	13108	4643 NE Townline Road	(315) 673-0186		Steve Cangemi	cksflooringcorp@windstream.net		
NY	Corporate Floors USA	Bergenfield	14416	7307 South Lake Road Route 19	(585) 494-6013	(585) 719-9697	Craig Dorman	cdorman@corpfloorsusa.com	Yes	
NY	Elite Floors	Yonkers	10710	691 Saw Mill River Rd	(914) 965-2515	(914) 965-1235	Ray Colabatistto	ray@elitefloorsinc.net		
NY	Endwell Rug Company	Endwell	13760	3646 George F. Highway	(607) 748-7366	(607) 748-1111	Jim Farrell	jfarrell@endwellrug.com	No	
NY	Entourage Flooring Inc.	New York	10016	Ste 1310, 303 5th Avenue	(212) 685-8800	(212) 685-4872	Jeff Urschler	jeff@entourageflooring.com		
NY	Flooring Environments	Round Lake	12151	2084 Route 9	(518) 383-5510	(518) 383 4740	Wes Moller	wmoller@flooringenv.com	Yes	
NY	Floors Unlimited	New Hyde Park	11040	2260 Jericho Turnpike	(516) 741-1900		Ed Kaplan			
NY	FM Office Environments	Bayside	11361	214-25 42nd Avenue	(917) 822-9005 or (718) 225-7100		Mark Jozefowski	markj@fm-oe.com	Yes	

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NY	G P Land	Brockport	14420	5905 Lake Road South	(585) 637-2828	(585) 637-4434	Linda Nauwerth or George Hage	georgehage@gpcapet.com	No	
NY	Gato Flooring LLC	Utica	13502	54 Franklin Square, Suite A	(315) 790-5508		Sofia Gato	sofiagato@gatoflooring.com		
NY	GD Service Group, Inc.	Brooklyn	11214	1921 64th Street	(732) 735-3540	(732) 274-1372	Frank Gramieri	fgramieri@gdsinc.net		
NY	Genesis Flooring Systems Inc.	New York	10018-6636	252 West 37th Street, 16th Floor	(212) 268-9550	(212) 268-9553	Robert Faulkner		Yes	
NY	Greenfield Flooring LLC	Henrietta	14467-9369	235 Middle Road, Suite 100	(585) 444-0105	(585) 444-0131	Matt Greenfield	mgreenfield@greenfieldflooring.com	WBE	
NY	H. Brickman & Sons	New York	10003	55 First Avenue	(212) 674-3213		Jim Doria	jdoria@hbrickman.com		
NY	Heritage Contract Flooring	Buffalo	14206	29 Depot Street	(716) 853-1555	(716) 853-1561	Joe Pantano	jpantano@heritagefloor.com	No	
NY	Interior Solutions of WNY LLC	Buffalo	14202	472 Franklin Street	(716) 583-7637		Jan Malof	jmalof@is-wyn.com	WBE	
NY	John Herbert Company	Newburgh	12550	142 Rt. 17K	(845) 564-3000	(845) 564-6824	Paul Hoffner	phoffner@jonherbertcompany.com	No	
NY	Joseph Tetro Inc	New Rochelle	10804	176 Overlook Circle	(914) 235-5505		Joe Tetro			
NY	K's Carpet Inc.	Rochester	14616	190 Bennington Drive	(585) 663-4270		Matt Stepnowski	kscarpets@aol.com		
NY	Landmark Flooring Concepts, Inc	Albany	12205	5 Interstate Ave.	(518) 459-3030	(518) 459-3080	Jay Hoefs	jhoefs@landmarkflooring.com	No	
NY	Lane's Floor Coverings & Interiors Inc	New York	10010	30 West 26th Street	(212) 532-5200	(212) 685-7626	Lane Brettschneider	info@lanes-carpets.com		
NY	Linmark Commercial Flooring	Nanuet	10954	206 West Route 59	(917) 716-5536	(845) 623-6908	Paul Marks		No	
NY	Messner Flooring Resource	Rochester	14607	1344 University Avenue, Suite 120	(585) 271-5670		Matt Greenfield	mgreenfield@messnercarpet.com		
NY	Milburn Flooring Mills	Copliague	11726	Sunrise Hwy & 35th Avenue	(631) 842-1600	(631) 842-1860	Scott Colletti	scott@milburnflooring.com	No	
NY	Northeast Commercial Interiors	Guiderland Center	12085	Northeast Industrial Park, Bldg 3, Bay 3	(518) 861-6700		Jon Batchelder	jonb2@verizon.net	No	
NY	Oliver's Flooring, Inc.	Schenectady	12306	963 Burdeck Street	(518) 356-4297		Bob Oliver	roliver18@nycap.rr.com	WBE	
NY	Pro Carpet	Spencerport	14559	5580 Ridge Road West	(585) 352-5905	(585) 352-1843	Lou Mandell Jr.	lmandelljr@procarpetinc.com	Yes	
NY	R & D Carpet & Tile	Farmingdale	11735	72 Rome Street	(631) 492-2020	(631) 492-2121	Alan Rosengarten	arosengarten@rdcarpet.com	No	
NY	R D Weis Company	New York	10016	95 Madison Avenue	(212) 651-0100	(212) 376-5356	George Ringel	gringel@rdweis.com	No	
NY	R D Weis Company	Rochester	14467	245 Summit Point Drive, Ste 3	(585) 334-8570	(585) 334-8597	Ernie Wheeler	ewheeler@rdweis.com	No	
NY	R V P Flooring	Croton Falls	10519	55 Fields Lane	(914) 276-1250	(914) 275-1249	Pam Piccini	ppiccini@rvpflooring.com	No	
NY	Rayben Enterprises	Albany	12205	31 Railroad Avenue	(518) 426-7643		Raymond Walker	admin@raybenenterprises.com		
NY	RD Weis Company Inc.	Elmsford	10523	200 Clearbrook Rd, Suite 142	(212) 651-0100		George Ringel	gringel@rdweis.com		
NY	RVP Flooring	Carmel	10512	35 Commerce Drive	(845) 878-7787		Michael Aversano	maversano@rvpflooring.com		
NY	Sherland & Farrington, Inc.	New York	10001	253 West 28th Street	(212) 206-7500	(212) 206-7517	Ross Lang	Ross@sherland.com	Yes	
NY	Signature Floors	Long Island City	11101	37-70 Railroad Avenue	(718) 706-1529	(718) 706-0769	Joseph Mchugh			
NY	Silvestri Carpet Treatment	Bronx	10465	3400 Randolph Place	(718) 204-7927	(718) 794-0093	Joseph Silvestri	joecarpets@aol.com	No	
NY	Spasato Floor Covering Companies	Liverpool	13088	109 Seventh North Street	(315) 422-1489		Paul Krawczyk	paulinsyr@hotmail.com		
NY	Sterling Floor Designs	Commack	11725	82 Modular Avenue	(631) 993-3000	(631) 993-3060	Michael Ambury	mambury@sterlingfloordesigns.com	Yes	
NY	The Effect Group	Syracuse	13202	242 East Water Street	(315) 472-9055	(315) 472-9065	Michael Blowers	mbeffectgroup@twcny.rr.com	No	
NY	The Rug Shop	Binghamton	13903	121 Court Street	(607) 760-4151		Rudy Paoletti	rudyrugshopjr@stny.rr.com		
OH	Axis Interior Systems	Hamilton	45015	12 Kiesland Ct	(513) 881-5900					
OH	Continental Commercial Floors	Columbus	43211	2601 Silver Drive	(614) 262-5010	(614) 261-1231	Garry Ruick	gruick@continentaloffice.com	No	
OH	CFI Interiors	Canton	44718	3944 Fulton Drive NW	(330) 253-1124		Mike Gillogly	mike@cfinteriors.com	No	
OH	D & R Carpet Services	Brooklyn Heights	44131	4800 Van epps Blvd	(216) 335-9751		Melissa Canada	Melissa@drccarpetservice.com		
OH	Levitte Plus Flooring System	Marysville	43040	13050 Watkins Rd	(937) 642-4774		Marlen Roose	Mroose@levitateflooring.com		
OH	M&S Flooring	Franklin	45005	300 Shotwell Drive	(937) 743-9990	(937) 743-9970	Susan Webster, or Mike Webster	swebster@msfloor.com mwebster@msfloor.com	Yes	
OH	Messina Floor Covering LLC	Cleveland	44134	4300 Brookpark RD	(216) 595-0100; Cell: 216-469-6627	(216) 325-0335	Mike Messina, President	mikem@messinaflooring.com		
OH	National Carpet Mill Outlet	Medina	OH	2255 Medina Rd	(330) 721-1914		Ryan King	rking@nationaldesignmart.com		
OH	Rosemary's Queenstep Carpet, Inc.	Cincinnati	45213	6111 Ridge Avenue	(513) 631-3601		Bill Penny		Yes	
OH	School Specialty Inc.	Mansfield	44903	100 A Paragon Parkway	(419) 589-1906	(419) 520-4169	Scott Kurtzman, Project Mgr	scott.kurtzman@schoolspecialty.com		
OH	Stedman Floor Company, Inc.	Groveport	43125	420 Lowery Ct.	(614) 836-3190	(614) 836-0113	Bob Stedman	bob@stedmanfloors.com	No	

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OH	T & I Carpet	Northfield	44067	129 West Aurora Rd	(330) 467-9197; C-(216) 401-6374	(330) 467-9240	Eva Leffler, Owner	tandicarpet129@windstream.net		
OK	All Commercial Floors	Tulsa	74145	3629 S. 73rd East Ave	918-936-4900		Kacy Pidgeon	kpidgeon@allcommercialfloors.com		
OK	Bryan's Flooring	Oklahoma City	73139	601 W I-240 Service Road	(405) 634-4136		Monty Dolph	monty@bryansflooring.com		
OK	C&C Carpet and Tile	Tulsa	74112	1319 S. Harvard	(918) 744-5511		Michelle Smith	msmith@cctileandcarpet.com		
OK	Grigsby's Carpet & Tile	Tulsa	74145	4417 South Sheridan Ave.	(918) 627-6996		Hal Gunckel	halgunckel@yahoo.com		
OK	Scott Rice Company	Oklahoma City	73116	7501 N. Broadway Extension	(405) 848-2224	(405) 848-3999	Aaron St. Clair	aaron.stclair@scottriceok.com		
OK	Tupos Construction Services	Lawton	73501	1501 SW G Avenue	(560) 704-0369		Ken Wilkerson	Ken@tuposconstruction.com		
OK	Welch Floors	Edmond	73003	12875 W. Waterloo Rd	(405) 348-2570		Bob or Mark Welch			
OR	Cascade Flooring	Boring	97009	14480 SE Orient Dr St A	(503) 658-3828			cascadeflooring@att.net		
OR	Floor Factors	Portland	97209	1320 NW 17th Avenue	(503) 222-9393		Cam Crenshaw	camc@floorfactors.com		
OR	Floor Solutions	Portland	97209	2121 NW Front Avenue	(503) 295-2070	(503) 832-7060	Jason Beam	jasonb@floorsol.com	No	
OR	Rubensteins	Eugene	97440	160 Cleveland Street	(541) 484-1101		Terry Green	t@rubensteins.com		
PA	Dan Taylor Interiors	Bridgeville	15017	700 Bursa Drive Suite 701	(412) 221-5300		Brian Waldron			
PA	DeGol Carpet	Duncansville	16635	851 Old Rt 220 North	(814) 695-1111		David DeGol			
PA	Franklin Flooring	Pottstown	19464	211 Commerce Ct. , Ste 106	(610) 495-9200		John Collier			
PA	Franklin Interiors	Pittsburgh	15222-4720	2740 Smallman St.	(412) 855-1578		Jack Fraser	jfraser@Franklininteriors.com		
PA	Independent Contract Flooring	King of Prussia	19403	761 Fifth Avenue	(610) 768-0580		Jens Knudsen			
PA	Martin's Floor Covering	Myerstown	17067	633 Weavertown Rd	(717) 866-5359		Jeff Martin	jeff.martin@martinsfloorcovering.com		
PA	Nittany Builders	Port Matilda	16870-1033	105 West Plank Road	(814) 692-5533		Mark Taylor			
PA	Spectra Contract Flooring	Harrisburg	17111	1351 Eisenhower Blvd. Suite 102	(717) 939-4480		Mike Condran			
PA	Steinberger Floors	Carnegie	15106	1611 E. Railroad St.	(412) 276-2076		Jay Steinberger			
PA	Top to Bottom Interiors	State College	16801	1009 E. College Avenue	(814) 234-8880 or (814) 942-3250		Brian Hims			
PA	Wright Contract Interiors	Pittsburgh	15225	4801 Grand Ave. Suite B	(412) 841-7722		Denny Capo	dcapo@continentaloffice.com	No	
SC	Bonitz	Charlston	29492	1993 Technology Dr	(843) 375-3550		Karla Towne		No	
SC	Bonitz Flooring Group Incorporated	Greenville	29607	1200 Woodruff Road, Suite D-1	(864) 254-0145	(864) 254-0145	Adam Stewart	adamstewart@bonitz.com	No	
SD	Innovative Office Solutions	Sioux Falls	SD	711 W Russell Street	(605) 730-1413		Chad Gullickson	chad.gullickson@innovativeos.com		
SD	Sioux Falls Interiors	Sioux Falls	57107	3601 W. Tickman Street	(605) 221-0771	(605) 271-1699	Alex Hofman	ahofman@sf-interiors.com		
TN	Bonitz Flooring Group	Knoxville	37921	5801 Middlebrook Pike	(865) 588-3630	(865) 584-1452	Mike Roberts	mikeroberts@bonitz.com		
TN	Bonitz Flooring Group - Nashville	Nashville	37211	429 Harding Industrial Drive	(615) 781-4840 or (615) 995-0528		George Martinez	Georgemartinez@bonitz.com		
TN	HomeChoice	Knoxville	37923	8719 Kingston Place	(865) 227-0269		Jim Howes	jim@thehomechoice.net	none	Yes
TN	J&J Interiors	Nashville	37204	2608 Grissom Drive	(615) 742-3939	(615) 742-3886	Albert Gardner	albert@jandjinteriors.com		
TN	Kenny's Floorcoverings	Memphis	38112	2665 Broad Avenue	(901) 454-0800	(901) 454-0654	Kevin Kenny	kkenny@kennyinc.com		
TN	Music City Floors	Nashville	37207	2806 Dickerson Place	(615) 891-7392		Jason Frazee	jason@musiccityfloors.com		
TN	Spec 9	Nashville	37211	2832 Logan St. #1	(615) 405-6728	(615) 832-5967	Tim Saunders	team@spec9.net		
TN	Terry Keith Company	Chattanooga	27421	6176 Airways Blvd.	(423) 894-9545	(423) 855-7491	Greg Keith	terrykeithco@comcast.net		
TN	Walker Interiors	Chattanooga	37407	2906 8th Ave	(423) 622 6393		Kirk Prince	kirk@walkerinteriors.net	none	
TN	Wallace Tile, Inc	Chattanooga	37406	1205 Latta St.	(423) 698-4452					
TX	A-1 Floor Covering, Inc.	Amarillo	79109-7463	7201 Hillside Rd Ste 200	(806) 373-9622		Mark or Ryan Chandler	Mchandler@A-1Floors.com		
TX	Ace Floor Solutions	San Antonio	79217	4850 Whirlwind Dr	210.967.2000		Russ Knoblock	Russ@acefloors.org		
TX	ACS	Houston	77055	4444 W 12th St	713-682-0202		Joe Carmichael	Jcarmichael@acsflooring.com		
TX	AECO	Houston	77018	505 W 38th St	713-692-6290		Taras Prystajko	TarasPrystajko@acousti.com		
TX	AF Services	Plano	75093	5960 West Parker Rd. Suite 278-124	469.682.3613		Jarrett Burrows	jarrett@apexflooringservices.com		
TX	Aggieland Custom Carpets & Interiors	College Station	77845-8963	4093 State Highway 6 S	(979) 690-6766		Richard Thomas	rthomas@aggielandcarpetone.com		
TX	Allison Floors	Corpus Christi	78411	4400 S Padre Island Dr,	361.288.4224		Terry Allison	Terry@allisonflooring.com		

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TX	Architectural Floors	Houston	77019	1803 Allen Parkway	713-627-2112		Chris Mehling	Chris.Mehling@archfloors.com		
TX	BFS	Houston	77040	7222 Ertel Lane	713-934-9000		Rick Goolsby	rickgoolsby@bfsflooring.com		
TX	C&C Distribution	Dallas	75229	11048 GRISSOM LANE	800.288.8585		Jordan Hovey	jordan.c@ccwhole.com		
TX	Commercial Flooring	Houston	77080	9146 Spring Branch Dr	713-869-5555		Art Economos	art@cfihouston.com		
TX	Commercial Flooring Systems	Austin	78735	5341 Industrial Oaks Blvd	512.246.1151		Scott Coll	scoll@commercialflooringsystems.com		
TX	Commercial Surfaces Inc	San Antonio	78219	3453 N PanAm Expy # 304	210.223.2712		Rommy Cubillo	rommy@commercialsurfacesinc.com		
TX	Corporate Floors	Austin	78754	8013 Exchange #300	512.687.2623		James Krotzer	jkrotzer@corporatefloors.com		
TX	Corporate Floors			1712 Minters Chapel Road	(817) 601-2268		Natalie Martella			
TX	Custom Flooring of Texas	Vidor	77662	365 Old Hwy 90 West	(409) 769-0913		Terry Herring	twherring@customflooringtexas.com		
TX	Diaz Floors & Interiors	Pharr	78577	1205 W. Polk	956.787.0056		Andres Giaz	diazfloor8586@sbcglobal.net		
TX	Floor Partners	Haltom City	76117	5212 Airport FWY			Jeff Green	jeff.green55@gmail.com		
TX	Floor Tex	Conroe	77302	1300 Frazier St Suite 319	936-521-1600		Everett Shumaker			
TX	Flooring Solutions, Inc.	Austin	78753	605 W Howard Ln #200	512.335.8089		Kyle Sanguient	KS@Flooringsolutions.us.com		
TX	Gomez Flooring Covering	San Antonio	78219	3816 Binz - Engleman Rd # B125	214.905.1901		Jeff Carter	jcarter@gomezfc.com	Yes	
TX	Gowdy Flooring	Amarillo	79109	6801 Bell Street, Suite 1000	(806) 353-6561		Gayle Gowdy			
TX	Gulf Coast Flooring and Services	Houston	77036	9703 Plainfield Street	713-666-9704		Brandon Benson	Brandon@gulfcoastflooring.net		
TX	Intertech Commercial Flooring	Austin	78744	8015 Burleson Rd Bldg 1 Suite 500	512.385.4574		Mohan Prasad	mprasad@intertechflooring.com		
TX	Intex Flooring	Houston	77070	8316 Willow Place Dr N, Building C	281-397-7760		Scott Beckham	scott@intexflooring.com		
TX	Jenkins Contract Flooring, LLC	Fort Worth	76126	112 Western Breeze Dr	817-807-5552		Jamey Jenkins	jamey.jenkins@jenkinscontractflooring.com	Women Owned	
TX	Kellen Commerical Interiors, Inc.	College Station	77485	5104 Spanish Bay Ct.	(979) 690-1234		Russ Kellen			
TX	Kellen Flooring	College Station	77340	5104 Spanish Bay Ct	979-690-1234		Jennifer Sanchez	jennifer@kellenflooring.com		
TX	L & J Designs	Midland	79701	203 West Wall, Suite 103	(432) 570-0001		Joe or Lori Dawson		Yes	
TX	Larry's Interiors	Kilgore	75662	5717 Old Hwy 135	903.983.3466		Dustin Odom	dustin@larrysinteriors.com		
TX	M&D Floors	Corpus Christi	78415	4410 Dillon Ln # 40	361.854.7226		Mike Dennis	mike@mdflooringcc.com		
TX	McCoy, Inc.	Houston	77292-4488	6869 Old Katy Rd	(713) 802-7173		Laura Ali	lali@mccoyinc.com	TX Minority, HUB	
TX	MEK	Houston	77243	5510 Brittmore Rd. POB 431511	281-598-6001		Tim Leatherman	tim@mekfloors.com	WBE/HUN	
TX	Moffatt Carpet, Inc.	Midland	79701-6764	3412 W. Wall St.	(432) 694-6644		Gene Able	moffattcarpets@quiknt.com		
TX	Office Design Concepts, LLC	Houston	77041-3804	6750 Brittmoore Rd	(713) 484-7762		Mike Matthews	mike@odc-llc.com	HUB	
TX	O'Krent Floorcovering	San Antonio	78232	2075 N Loop 1604 East	210-718-4225		Tony Bagley	tbagley@okrentfloors.com		
TX	One Source Commercial	Plano	75074	1701 Summit Ave. #10	972.422.2438		Kody Kirkpatrick	kkirkpatrick@onesourcefloors.com		
TX	One Source Commercial Flooring, Inc.	Plano	75074	1111 Jupiter Rd., Ste. 116-E	(972) 422-2438		Scott Spencer			
TX	Paul Graham Company	Lubbock	79401-3911	1415 Avenue N	(806) 765-6607		Linn Parrish	pgraham@nts-online.net		
TX	PDL	Carrollton	75006	2545 Golden Bear Drive Suite 100	(972) 733-3006		Tom Shriber			
TX	Quality Service Installation	Houston	77041	9000 Pinehill Lane	713-460-1323		Greg Cable	gcable@qservice.com		
TX	Radan LLC	Helotes	78023	11844 Bandera Rd #237	(210) 912-3800		Adam Rodriguez			
TX	RCS	White Settlement	76108	8314 White Settlement Rd	817.882.0503		Cam Hiesel	cam@rcsflooring.com		
TX	Readers Warehouse	Houston	77055	8010 Kempwood	713-224-8300		Cheyenne Bowers	cbowers@readerswholesale.com		
TX	Spectra	Houston	77040	7425 Pinemont Drive, Suite 500	713-934-7429		Mike Bogue	mike.bogue@spectracf.com		
TX	Spectra Contract Floors #212	San Antonio	78247	3660 Thousand Oaks Dr Suite 301	210.245.3360		Pete Trevino	pete.trevino@spectracf.com		
TX	Spectra Contract Floors #245	Carrollton	75006	2080 McDaniel Drive, Suite 100	(972) 277-3200		Michelle Harpole			
TX	Spectrum Floors, Inc.	El Paso	79938-9616	13421 Montana Ave.; POB 961988	(915) 855-5110; (915) 740-3258		Tony Khoury	spectrumfloors@hotmail.com		
TX	Texan Floor Service LTD	Houston	77055-2644	2055 Silber Rd Ste 108	(713) 956-9966		Robert Ericson	rericon@texanfloor.com		
TX	Texan Floors	Houston	77064	9633 Zaka Rd	713-956-9966		Ray Parish	rparish@texanfloor.com		
TX	Texas Hometown Floors	Mesquite	75150	4517 Meadowview Dr	469-903-7119		Reese	texashometownfloors@gmail.com		
TX	Twin Tile Co.	San Antonio	78218-5216	6003 Rittman Plz	(210) 822-6080		Rudy Gutierrez	twintile@texas.net	HUB	
VA	Vector Concepts	Irving	75063	9010 N. Royal Ln. #110	214-729-0543		Cecil Lindsey	clindsey@vectorconcepts.com		

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VA	Ward Furniture	Huntsville	77340	180 Internate 45S	936-295-2514		Brad Sherman	brad@wardfurniture.com	HUB	
VA	Cherry Carpet	Portsmouth	23707	2915 London Blvd	(757) 397-5811	(757) 397-6307	Ross Cherry	ross@cherrycarpet.com	Y	
VA	Commercial Carpets of America	Alexandria	22304	430 S. Pickett Street	(703) 212-6393		Ralph Grove, VP, CFE	rgrove@ccaafloors.com		
VA	Dominion Contract	Norfolk	23513	74000 Central Business Park Drive	(757) 855-1976	(757) 855-8409	Bo Ward	bward@dominioncontract.com	No	
VA	Eagle Mat Floor Products	Sterling	20166	22710 Executive Drive	(703) 283-0102		Albert Pickeral			
VA	Floor Show	Lynchburg	24501	20695 Timberlake Road	(434) 237-6233		Wayne DeWitt			
VA	Hodgman's Inc.	Richmond	23222	4565 Carolina Ave., Building G	(804) 555-1602	(804) 550-3404				
VA	Interstate Commercial Flooring	Sterling	20164	1319 East Iberia Rd.	(571) 214-1102		Marty Schray	mschray@interstatefloor.com		
VA	L & M Carpet One Floor	Machanicsville	23111	6156 Mechanicsville Turnpike	(804) 730-3016		Renton Arkesteyn	rarkesteyn@lmc carpet1.com	Small Business	
VA	Loudoun Valley Floors	Purcellville	20132	129 C North Bailey Lane	(703) 431-2276		Steve Jacobus	steve@loudounvalleyfloors.com		
VA	W. C. Carpenter	Virginia Beach	23455	5890 Thurston Avenue	(757) 460-1101	(757) 363-9579	Jane Rinaca		Women Owned	
VA	Whitt Carpet & Tile Service, Inc.	Salem	24153	3170 West Main Street	(540) 380-4697	(540) 380-4800	Matt Poland	matt@whittcarpet1.com	Yes	
WA	Charles H Beresford Co	Seattle	98119-2947	1829 10th Ave W	(206) 718-8704		Merle Kirkley		No	
WA	Great Floors	Kent	989932	9021 S. 180th St	(206) 241-0229		Jim Birney, Mgr Western Region	j.birney@greatfloors.com		
WA	Northwest Trends	Spokane	99206	11315 East Montgomery Drive	(509) 921-9677; C- (509) 879-6598	(509) 921-9857	Dave Foster	david@northwest-trends.com	SmallBusiness	
WA	Rubensteins	Spokane	99206	11303 E Montgomery Dr, Suite 3	(509) 370-3519, (208) 704-5767		Ron Thies, Eric Von Behren	ront@rubensteins.com, eric@rubensteins.com		
WI	Roth Floor Mart	LaCrosse	546001	2301 South Avenue	(608) 782-2175		Harvey Goeddef			
WI	Swansons Flooring	Eau Claire	54701	5840 Arndy Lane	(715) 832-7836		Dave Swanson	daves@swansonsflooring	NO	
WI	Tri-State Flooring	West Salem	54669	611 West North Avenue	(608) 786-7609,ext 303					
WV	Family Carpet	Parkersburg	26102	POB 161	(304) 375-7545		Mark Porter or Jim Hughes			
WY	Carpet Designs	Sheridan	82801	643 Riverside Street	(307) 672-5136		Renee Conroy	carpet@fiberpipe.net	No	
WY	Commercial Flooring DBA Carpet One	Cheyenne	82001	3418 E. Pershing Blvd.	(307) 632-6449		Doug Fynch	accounting@carpetonecheyenne.com	No	
WY	Hub Floorcovering, Inc.	Casper	82601	314 N. McKinley Street	(307) 234-5992		Mark Cannon Robert Engleman	hubfloor@hotmail.com	No	
WY	Quality Floors	Jackson	83001	1260 Huff Lane, Suite B	(307) 739-9465		Richard Kussey	kussyinc@qwestoffice.net	No	



CIFAC
Construction Industry Force Account Council

Exhibit "F"

November 7, 2022

MICHELLE PICKENS

EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org

Barney Gordon
Turlock Unified School District
1574 East Canal Drive
Turlock, CA 95380

Re: Public Records Act Request for documentation related to the Turlock High School R Wing Flooring project



KwikCompli
Mobile App



Dear Barney Gordon:

The Construction Industry Force Account Council (CIFAC) is a construction industry supported organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent and objective process.

We were recently notified of the above referenced project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies demonstrating proof regarding the bidding/solicitation/noticing process to bidders (How advertised & procured?)
2. A copy of all contracts/agreements between the district and contractor(s) and/or any other entity acting on the District's behalf. (i.e. Sourcwell)
3. Copies of all project purchase order(s)
4. Copies of all project change orders
5. Copies of all invoice(s) submitted by contractor(s)
6. Copies of all payments made by district to contractor(s)

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by November 17, 2022. Please contact me if you have any questions at (209) 840-0191.

Sincerely,

Grant Wright
Midstate Regional Compliance Manager
Construction Industry Force Account Council
gwright@cifac.org
(209) 840-0191 Cell

Exhibit "G"

R-J Inc. dba RJ Commercial Flooring Company
 1016 Reno Ave. Ste E
 Modesto, CA 95351
 Tel: (209) 408-0198
 Fax: (209) 571-5056
 CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL**SOURCEWELL CONTRACT # 080819-TFU**

CUSTOMER: Marcos Carrizales
 COMPANY: Turlock USD
 ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
 PROJECT: Turlock HS Rm 1
 LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36E Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond, color Night Light.	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light.	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal.	\$ 0.91	\$ 118.30
130	lin ft	Labor to install 4" cove base, color Charcoal.	\$ 2.15	\$ 279.50
		EXCLUSIONS:		
		Furniture and equipment moving, borders and inlays, wax at hard surface, moisture treatment, and asbestos removal.		

- Freight charges are included in price unless specifically noted above.
- Terms are net 30 days. Deposit or progress payment may required for materials.
- The prices listed on this proposal are valid for a period of 3 months.
- If this proposal is accepted, please submit a signed purchase order.
- All required Certified Payroll Reporting documents are available upon request.
- Payment or performance bonds are not included in price unless specifically noted above.
- Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
- RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
- If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
- Labor is based on prevailing wages.

SUBTOTAL	\$ 6,658.02
TAXABLE SUBTOTAL	\$ 3,451.55
SALES TAX RATE	8.625%
SALES TAX	\$ 297.70
TOTAL PRICE	\$ 6,955.72

SUBMITTED BY *Scott Meyers*
 Scott Meyers

TEL: (209) 408-0198
 FAX: (209) 571-5056



R-J Inc DbA RJ Commercial Flooring Company
 1016 Reno Avenue Suite E
 Modesto, CA 95351
 209-408-0198

Invoice #
220391

209-408-0198
 1016 Reno Ave. Ste E Modesto, CA 95351

Bill To:

Turlock USD
 1574 E Canal Drive
 PO Box 819013
 Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-118 Turlock High School Room 1

P.O. #: 224902

Description	Amount
<u>Scope of Work @ Turlock High School Room 1:</u>	6,955.72
<ul style="list-style-type: none"> • Remove and dispose of existing flooring Prepare floor as needed for new products • Furnish and install Applause Powerbond Carpet <ul style="list-style-type: none"> ○ Color: Night Light • Furnish and install Abrasive Action Walk Off <ul style="list-style-type: none"> ○ Color: Charcoal • Furnish and install 4" Cove Wall Base <ul style="list-style-type: none"> ○ Color: Charcoal 	
<p>RECEIVED JUN 28 2022 224902</p> <p><i>[Signature]</i></p>	

Total: \$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
 1574 E Canal Drive - PO Box 819013
 Turlock, CA 95381-9013
 (209)667-0632 FAX (209)669-6457
 accounts payable@turlock.k12.ca.us

Purchase Order #
224902
For Order Only / Please Do Not Amend

SPECIAL INSTRUCTIONS

P.O. Date: 04/01/2022

Page: 1

FOB: FOB

Delivery Date:

NO 17901

ADDRESS SHIPMENTS TO:

MAINTENANCE/OPS
 TURLOCK USD
 2570 ROAD CT
 TURLOCK CA 95380
 P 209/667-0676 F 209/667-6419

Vendor: (000027)
 S-J INC
 1015 RENO AVE STE E
 AT COMMERCIAL FLOORING COMPANY
 MODesto CA 95351

Contact:
 Phone: (209)408-0198
 Fax: (209)571-5056
 Email:

Buyer: 031007E LHM 0401
 Submitted: 060606A LHM
 Requisition: 225849

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THS R WING RM1 AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	8,955.720	8,955.72

QUOTE DATED 03.11.22

SOURCEWELL CONTRACT # 080819-TFU

TUSD IS NOT TAX EXEMPT. CITY OF
 TURLOCK CALIFORNIA TAX RATE IS
 9.625% AS OF 04-01-2021. IF CA
 SALES TAX IS NOT CHARGED, THEN TAX
 ON THE PO REPRESENTS USE TAX TO BE
 PAID DIRECT TO CA BOE.

STRATEGY#6-TO MAINTAIN DISTRICT
 FACILITIES IN A MANNER WHICH
 PROLONGS THE LIFE OF THE FACILITY

THS R WING REMODEL
 01-0340-0-5800-0000-8100-100-1365-XX

Room 1

Dir project ID - 410895

P.O.# Must appear on all invoices, packages, shipping containers, documents, and correspondence.

Conditions

- The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
- Unless otherwise stipulated, all prices are F.O.B. destination.
- Vendor hereby is able to ship complete within 30 days.
- Invoice for items and/or service received only.
- No substitutions. Any price changes need approval of Purchasing.
- Emergency material must be accompanied by a 'Material Safety Data Sheet'.
- Invoice must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	8,955.72
Insurance	0.00
Freight	0.00
Sales Tax	0.00
GR Total	8,955.72

M. Bittencourt
 Signature

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #

224503

The Number Must Appear on all Invoices

SPECIAL INSTRUCTIONS

P.O. Date: 04/01/2022

Page: 1

FOR: 2022

Delivery Date:

PO Type:

ADDRESS SHIPMENTS TO:

MAINTENANCE/OPS

TURLOCK USD

2570 ACME CT

TURLOCK CA 95301

P 209/661-0573 F 209/667-6319

Vendor: (000000)

B-J LLC

1016 BENO AVE STE E

AT COMMERCIAL FLOORING COMPANY

MODESTO CA 95351

Contact:

Phone: (209)408-0198

Fax: (209)571-5056

Email:

Buyer: MARGARET DIT 2004

Submitted: JESSICA LEM

Requisition: 223841

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THS R WING RM2 AND INSTALN NEW CARPET ALONG WITH NEW COVE BASE.	6,955.72	6,955.72

QUOTE DATED 03.11.22

SOURCEWELL CONTRACT # 080819-TFU

TUSD IS NOT TAX EXEMPT. CITY OF
TURLOCK CALIFORNIA TAX RATE IS
8.625% AS OF 04-01-2021. IF CA
SALES TAX IS NOT CHARGED, THEN TAX
ON THE PO REPRESENTS USE TAX TO BE
PAID DIRECT TO CA BOE.

STRATEGY#6-TO MAINTAIN DISTRICT
FACILITIES IN A MANNER WHICH
PROLONGS THE LIFE OF THE FACILITY

THS R WING REMODEL

01-0340-0-5800-0000-8100-100-1365-XX

Room - 2

Dir project ID-410896

P.O.# Must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

- The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
- Unless otherwise stipulated, all prices are F.O.B. destination.
- Please notify if unable to ship complete within 30 days.
- Invoice for items and/or service received only.
- No substitutions. Any price changes need approval of Purchasing.
- Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
- Invoices must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
PO Total	6,955.72

M. Bittencourt

Signature



R-J Inc DbA RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220392

Bill To:

Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-119 Turlock High School Room 2

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 2:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floors as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">◦ Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">◦ Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">◦ Color: Charcoal	

RECEIVED

6/28/22

224903

Total: \$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accounts payable@turlock.k12.ca.us

Purchase Order #

221904

This purchase order is subject to the following terms and conditions:

SPECIAL INSTRUCTIONS

P.O. Date: 01/01/2022

Page: 1

FOR: 2022

Delivery Date:

01/01/2022

ADDRESS SHIPMENTS TO:

MAINTENANCE, CCS
TURLOCK USD
2570 ACME CT
TURLOCK CA 95354
P 209/667-0632 F 209/669-6457

Vendor: (005027)
R-S INC
1010 RENO AVE STE E
ST COMMERCIAL FLOORING COMPANY
MILPITAS CA 95351

Contact:
Phone: (209)408-0198
Fax: (209)571-5056
Email:

Buyer: BRIDGET WY 2021
Submitted: JESSICA WY
Requisition: 225042

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THS R WING RM3 AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	\$,955.72	\$,955.72
QUOTE DATED 03.11.2022					
SOURCEWELL CONTRACT # 080819-TFU					
TUSD IS NOT TAX EXEMPT. CITY OF TURLOCK CALIFORNIA TAX RATE IS 3.625% AS OF 04-01-2021. IF CA SALES TAX IS NOT CHARGED, THEN TAX ON THE PO REPRESENTS USE TAX TO BE PAID DIRECT TO CA BOE.					
STRATEGY#6-TO MAINTAIN DISTRICT FACILITIES IN A MANNER WHICH PROLONGS THE LIFE OF THE FACILITY					
THS R WING REMODEL 01-0340-0-5800-0000-8100-100-1365-XX					

Room 3

Dir project ID- 410900

P.O.# Must appear on all invoices, packages, shipping containers, documents, and correspondence.

Conditions

- The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
- Unless otherwise stipulated, all prices are F.O.B. destination.
- Please notify if unable to ship complete within 30 days.
- Invoiced for items and/or service received only.
- No substitutions. Any price changes need approval of Purchasing.
- Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
- Invoices must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	\$,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
PO Total	\$,955.72

Un. Bittencourt
Signature



R-J Inc DbA RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220394

Bill To:


Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-120 Turlock High School Room 3

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 3:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">◦ Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">◦ Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">◦ Color: Charcoal	
<p>RECEIVED 6/28/22 224904</p> 	

Total: \$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #

224905

On Receipt of goods, please sign and return to:

P.O. Date: 04/01/2022

Page: 1

PO# CORP

Delivery Date:

EO Type:

ADDRESS SHIPMENTS TO:

MAINTENANCE/OVS

TURLOCK USD

2570 BORN CT

TURLOCK CA 95380

P 209/667-0570 F 209/667-6329

Vendor: (009007)

B-J INC

1016 RENO AVE STE E

ST COMMERCIAL FLOORING COMPANY

MORRISTOWN CA 95351

Contact:

Phone: (209)408-0198

Fax: (209)571-5056

Email:

Buyer: BRIDGET BRY 2401

Submitted: 03/27/2022

Requisition: 224905

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THS R WING RM4 AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	6,955.72	6,955.72

QUOTE DATED 03.11.2022

SOURCEWELL CONTRACT # 080819-TFU

TUSD IS NOT TAX EXEMPT. CITY OF
TURLOCK CALIFORNIA TAX RATE IS
8.625% AS OF 04-01-2021. IF CA
SALES TAX IS NOT CHARGED, THEN TAX
ON THE PO REPRESENTS USE TAX TO BE
PAID DIRECT TO CA BOE.

STRATEGY#6-TO MAINTAIN DISTRICT
FACILITIES IN A MANNER WHICH
PROLONGS THE LIFE OF THE FACILITY

THS R WING REMODEL

01-0340-0-5800-0000-8100-100-1365-XX

Room 4

Dir project ID- 410908

P.O.# must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

- The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
- Unless otherwise stipulated, all prices are F.O.B. destination.
- Please notify if unable to ship complete within 30 days.
- Invoice for items and/or service received only.
- No substitutions. Any price changes need approval of Purchasing.
- Material is material must be accompanied by a 'Material Safety Data Sheet'.
- Invoices must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
PO Total	6,955.72

M. Sittenrath
Signature



R-J Inc DbA RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220398

Bill To:


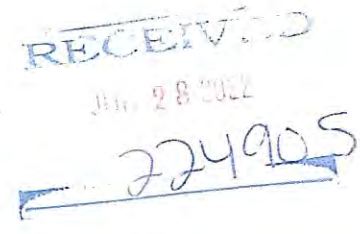
Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-121 Turlock High School Room 4

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 4:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">o Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">o Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">o Color: Charcoal	
 	

Total: \$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #

224906

This PO is for goods and services only.

SPECIAL INSTRUCTIONS

P.O. Date: 04/01/2022

Page: 1

FORM 100P

Delivery Date:

04/11/22

ADDRESS SHIPMENT TO:

MAINTENANCE/OPS

TURLOCK USD

2570 ACME CT

TURLOCK CA 95380

P 209/667-0632 F 209/667-6457

Vendor: (209)027)

R-3 LLC

1016 EENO AVE STE E

MS COMMERCIAL FLOORING COMPANY

MODesto CA 95351

Buyer: BRITNEY LEE 3204

Submitted: 3/25/22 BEN

Requisition: 225841

Contact:

Phone: (209)408-0198

Fax: (209)571-5056

Email:

TURLOCK CITY UNIT

DESCRIPTION

UNIT PRICE

AMOUNT

1 1

REMOVE EXISTING FLOORING AT THS R WING RM5 AND INSTAL
NEW CARPET ALONG WITH NEW COVE BASE.

6,955.72

6,955.72

QUOTE DATED 03.11.2022

SOURCEWELL CONTRACT # 080819-TFU

TUSD IS NOT TAX EXEMPT. CITY OF
TURLOCK CALIFORNIA TAX RATE IS
8.625% AS OF 04-01-2021. IF CA
SALES TAX IS NOT CHARGED, THEN TAX
ON THE PO REPRESENTS USE TAX TO BE
PAID DIRECT TO CA BOE.

STRATEGY#6-TO MAINTAIN DISTRICT
FACILITIES IN A MANNER WHICH
PROLONGS THE LIFE OF THE FACILITY

THS R WING REMODEL

01-0340-0-5800-0000-8100-100-1365-XX

Room- 5

Dir project ID- 410909

P.O.S. Must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

1. The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
2. Unless otherwise stipulated, all prices are F.O.B. destination.
3. Please notify if unable to ship complete within 30 days.
4. Invoice for item and/or service received only.
5. No substitutions. Any price changes need approval of Purchasing.
6. Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
7. Invoices must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
PO Total	6,955.72

M. Buttacore
Signature



R-J Inc Dba RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220399

Bill To:


Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-122 Turlock High School Room 5

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 5:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">o Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">o Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">o Color: Charcoal	
<p>RECEIVED JUN 30 2022 224904</p> 	

Total: \$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #
026907
The Number Must Appear on all Invoices

SPECIAL INSTRUCTIONS

P.O. Date: 04/03/2022
FOB: CONF
Delivery Date:
PO Type:

Vendor: (000027)
M-J INC
1916 ARNO AVE STE E
RO COMMERCIAL FLOORING COMPANY
MORRISTON CA 95351

ADDRESS SHIPMENTS TO:
MAINTENANCE/OPS
TURLOCK USD
2570 ARNO CT
TURLOCK CA 95300
P 209/667-0578 F 209/667-6319

Contact:
Phone: (209)408-0198
Fax: (209)571-5056
Email:

Buyer: BRIGGINS BRY 2106
Submitted: JESSICA SIB
Requisition: 235545

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
------	-----	------	-------------	------------	--------

1	1		REMOVE EXISTING FLOORING AT THS R WING RM6 AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	6,955.72	6,955.72
---	---	--	--	----------	----------

QUOTE DATED 03.11.2022

SOURCEWELL CONTRACT # 080819-TFU

TUSD IS NOT TAX EXEMPT. CITY OF
TURLOCK CALIFORNIA TAX RATE IS
8.625% AS OF 04-01-2021. IF CA
SALES TAX IS NOT CHARGED, THEN TAX
ON THE PO REPRESENTS USE TAX TO BE
PAID DIRECT TO CA BOE.

STRATEGY#6-TO MAINTAIN DISTRICT
FACILITIES IN A MANNER WHICH
PROLONGS THE LIFE OF THE FACILITY

THS R WING REMODEL
01-0340-0-5800-0000-8100-100-1365-XX

Room 6

Dir project #D-410911

P.O.# Must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

- The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
- Unless otherwise stipulated, all prices are F.O.B. destination.
- Please notify if unable to ship complete within 30 days.
- Invoice for items and/or service received only.
- No substitutions. Any price changes need approval of Purchasing.
- Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
- Invoices must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
Total	6,955.72

M. Bittencourt
Signature



R-J Inc DbA RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220400

Bill To:


Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-123 Turlock High School Room 6

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 6:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">◦ Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">◦ Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">◦ Color: Charcoal	
<p>RECEIVED 7-1-22 224907</p> 	
Total:	\$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #

224937

This Purchase Order applies to all invoices.

SPECIAL INSTRUCTIONS

P.O. Date: 04/04/2022

Page: 1

FOB: CDD

Delivery Date:

TO Type:

Vendor: 1009027)

R-T INC

1016 RENO AVE STE E

13 COMMERCIAL FLOORING COMPANY

KODERSTO CA 95351

ADDRESS SHIPMENTS TO:

MAINTENANCE/OPS

TURLOCK USD

2570 ACME CT

TURLOCK CA 95380

P 209/667-8570 P 209/667-6319

Contract:

Phone: (209)408-0198

Fax: (209)571-5056

Email:

Buyer: BRIDGET LEE 2404

Submitted: JESSICA WEA

Requisition: 225846

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THS R WING RM7 AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	6,955.720	6,955.72
QUOTE DATED 03.11.2022					
SOURCEWELL CONTRACT # 080819-TFU					
TUSD IS NOT TAX EXEMPT. CITY OF TURLOCK CALIFORNIA TAX RATE IS 8.625% AS OF 04-01-2021. IF CA SALES TAX IS NOT CHARGED, THEN TAX ON THE PO REPRESENTS USE TAX TO BE PAID DIRECT TO CA BOE.					
STRATEGY#6-TO MAINTAIN DISTRICT FACILITIES IN A MANNER WHICH PROLONGS THE LIFE OF THE FACILITY					
THS R WING REMODEL 01-0340-0-5800-0000-8100-100-1365-XX					

Room 7

Dir project ID-410913

P.O. # Must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

1. The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
2. Unless otherwise stipulated, all prices are F.O.B. destination.
3. Please notify if unable to ship complete within 30 days.
4. Invoice for items and/or service received only.
5. No substitutions. Any price changes need approval of Purchasing.
6. Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
7. Invoices must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
PO Total	6,955.72

M. Bottincent
Signature



R-J Inc Db a RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220401

Bill To:

Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-124 Turlock High School Room 7

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 7:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">◦ Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">◦ Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">◦ Color: Charcoal	

RECEIVED
28 JUN 2022
224937

Total: \$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #
224089
This PO must be used for all invoices

GENERAL INSTRUCTIONS

P.O. Date: 04/04/2022 Page: 1
FOB: CORV
Delivery Date: PO Type:

Vendor: (009027)
R-3 INC
1016 RENO AVE STE E
RD COMMERCIAL FLOORING COMPANY
MORRISTOWN CA 95351

ADDRESS SHIPMENTS TO:

MAINTENANCE/OPS
TURLOCK USD
2570 ACME CT
TURLOCK, CA 95380
P 209/667-0570 F 209/667-6310

Contract:
Phone: (209)408-0198
Fax: (209)571-5056
Email:

Buyer: JESSICA KEM
Submitted: JESSICA KEM
Requisition: 225817

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THE R WING RMS AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	6,955.720	6,955.72
QUOTE DATED 03.11.2022					
SOURCEWELL CONTRACT # 080819-TFU					
TUSD IS NOT TAX EXEMPT. CITY OF TURLOCK CALIFORNIA TAX RATE IS 8.625% AS OF 04-01-2021. IF CA SALES TAX IS NOT CHARGED, THEN TAX ON THE PO REPRESENTS USE TAX TO BE PAID DIRECT TO CA BOE.					
STRATEGY#6-TO MAINTAIN DISTRICT FACILITIES IN A MANNER WHICH PROLONGS THE LIFE OF THE FACILITY					
THE R WING REMODEL 01-0340-0-5800-0000-8100-100-1365-XX					

Room 8

Dir project ID- 410917

P.O.# must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

- The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
- Unless otherwise stipulated, all prices are F.O.B. destination.
- Please notify if unable to ship complete within 30 days.
- Invoice for items and/or service received only.
- No substitution. Any price changes need approval of Purchasing.
- Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
- Invoices must be rendered in duplicate, ATTN: Accounts Payable

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Station Pay	0.00
Total	6,955.72

M. Battan
Signature



R-J Inc DbA RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220402

Bill To:

Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-125 Turlock High School Room 8

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 8:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">o Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">o Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">o Color: Charcoal	
Total:	\$6,955.72

RECEIVED

6/28/2022

224939

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #

224942

Line Number Must Appear on all Invoices

SPECIAL INSTRUCTIONS

P.O. Date: 04/02/2022

Page: 1

FOB: CORP

Delivery Date:

DD Type:

Vendor: (109027)

P-T INC

1916 RENO AVE STE E

87 COMMERCIAL FLOORING COMPANY

MODesto CA 95351

ADDRESS SHIPMENTS TO:

MAINTENANCE/OPS

TURLOCK USD

2570 ACME CR

TURLOCK CA 95380

P 209/667-0578 F 209/667-6319

Buyer: BRIDGET MIT 2404

Submitted: JESSICA BEN

Requisition: 225948

Contract:

Phone: (209)408-0198

Fax: (209)571-5056

Email:

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THS R WING RM9 AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	6,955.720	6,955.72
QUOTE DATED 03.11.2022					
SOURCEWELL CONTRACT # 080819-TFU					
TUSD IS NOT TAX EXEMPT. CITY OF TURLOCK CALIFORNIA TAX RATE IS 8.625% AS OF 04-01-2021. IF CA SALES TAX IS NOT CHARGED, THEN TAX ON THE PO REPRESENTS USE TAX TO BE PAID DIRECT TO CA BOE.					
STRATEGY#6-TO MAINTAIN DISTRICT FACILITIES IN A MANNER WHICH PROLONGS THE LIFE OF THE FACILITY					
THS R WING REMODEL 01-0340-0-5800-0000-8100-100-1365-XX					

Room 9

Dir project # - 410918

P.O. # Must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

- The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
- Unless otherwise stipulated, all prices are F.O.B. destination.
- Please notify if unable to ship complete within 30 days.
- Insurance for items and/or service received only.
- No substitutions. Any price changes need approval of Purchasing.
- Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
- Invoicing must be rendered in duplicate, ATTN: Accounts Payable.

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
PO Total	6,955.72

U.M. Bottincent

Signature



R-J Inc DbA RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220403

Bill To:

Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-126 Turlock High School Room 9

P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 9:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">o Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">o Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">o Color: Charcoal	
Total:	\$6,955.72

RECEIVED
7/1/2022
224942

EXCELLENCE WITHOUT COMPROMISE

Turlock Unified School District
1574 E Canal Drive - PO Box 819013
Turlock, CA 95381-9013
(209)667-0632 FAX (209)669-6457
accountspayable@turlock.k12.ca.us

Purchase Order #
224946
Tax Exempt (Must Appear on Invoices)

SPECIAL INSTRUCTIONS

P.O. Date: 04/04/2022

Page: 1

FOB: CORD

Delivery Date:

PO Type:

Vendor: (000027)

E-J INC

1015 RENO AVE STE E

83 COMMERCIAL FLOORING COMPANY

MODESTO CA 95351

ADDRESS SHIPMENTS TO:

MAINTENANCE/OPS

TURLOCK USD

2570 ACORN CT

TURLOCK CA 95320

P 209/667-0570 F 209/667-0510

CONTACT:

Phone: (209)408-0198

Fax: (209)571-5056

Email:

Buyer: BRIDGET HAY 2004

Submitted: JESSICA 924

Requisition: 225559

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
1	1		REMOVE EXISTING FLOORING AT THS R WING RM10 AND INSTALL NEW CARPET ALONG WITH NEW COVE BASE.	6,955.720	6,955.72

QUOTE DATED 03.11.2022

SOURCEWELL CONTRACT # 080819-TFU

TUSD IS NOT TAX EXEMPT. CITY OF
TURLOCK CALIFORNIA TAX RATE IS
8.625% AS OF 04-01-2021. IF CA
SALES TAX IS NOT CHARGED, THEN TAX
ON THE PO REPRESENTS USE TAX TO BE
PAID DIRECT TO CA BOE.

STRATEGY#6-TO MAINTAIN DISTRICT
FACILITIES IN A MANNER WHICH
PROLONGS THE LIFE OF THE FACILITY

THS R WING REMODEL

01-0340-0-5800-0000-8100-100-1365-XX

(Room 10)

Dir-project - 410920

P.O.# Must appear on all invoices, packages,
shipping containers, documents, and correspondence.

Conditions

1. The vendor agrees to provide equipment and/or installation or service that meet all local, state, and federal code requirements and regulations for use in schools and places of public assembly, and all California State Industrial Safety Requirements.
2. Unless otherwise stipulated, all prices are F.O.B. destination.
3. Please notify if unable to ship complete within 30 days.
4. Invoice for items and/or service received only.
5. No substitutions. Any price changes need approval of Purchasing.
6. Hazardous material must be accompanied by a 'Material Safety Data Sheet'.
7. Invoices must be rendered in duplicate, ATTN: Accounts Payable

Subtotal	6,955.72
Discount	0.00
Freight	0.00
Sales Tax	0.00
EO Total	6,955.72

M. Bitternort
Signature



R-J Inc DbA RJ Commercial Flooring Company
1016 Reno Avenue Suite E
Modesto, CA 95351
209-408-0198

Invoice #
220404

Bill To:

Turlock USD
1574 E Canal Drive
PO Box 819013
Turlock, CA 95381-9013

Date: 6/28/2022

Terms: Net 30

Project: 22-127 Turlock High School Room 10

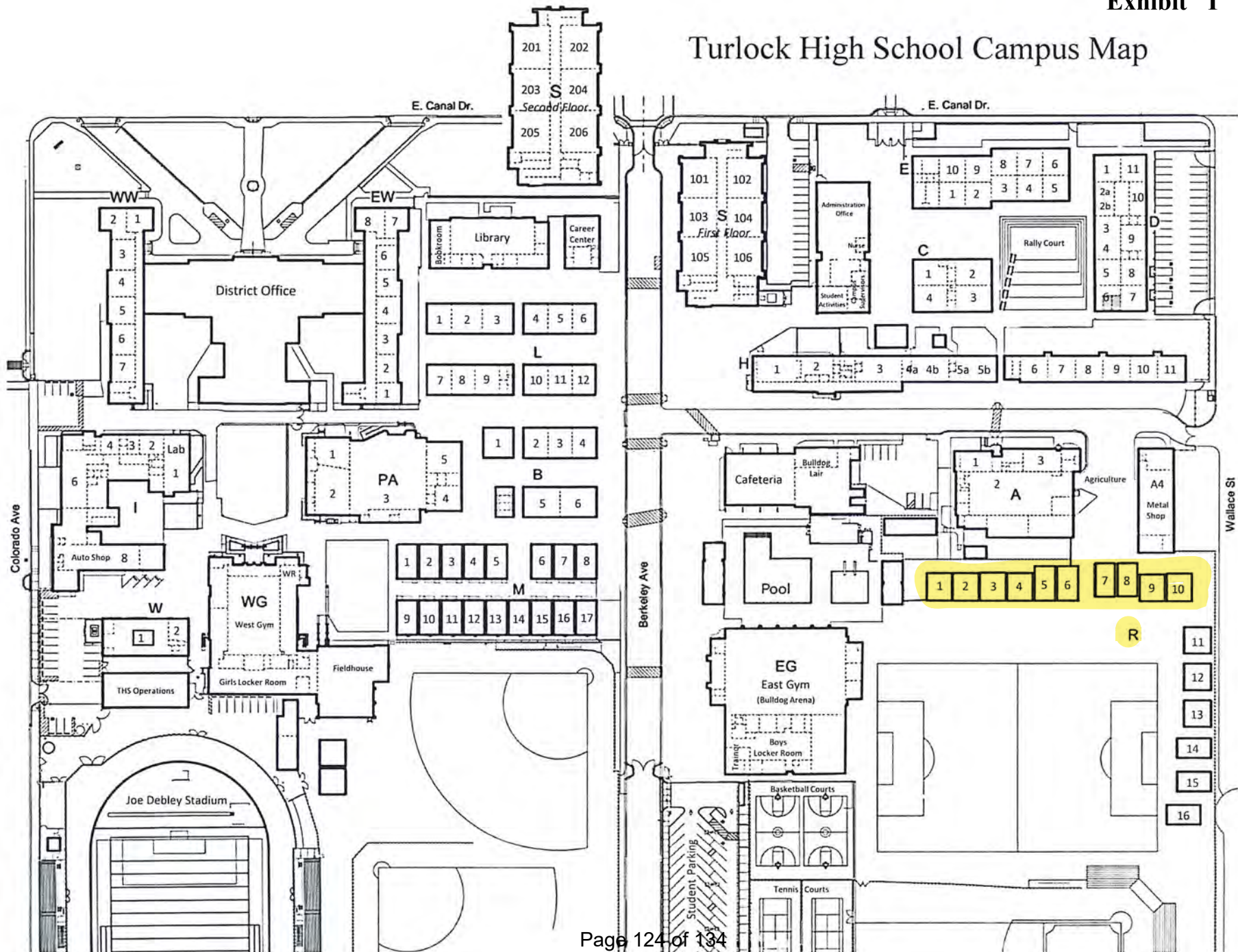
P.O. #:

Description	Amount
<u>Scope of Work @ Turlock High School Room 10:</u>	6,955.72
<ul style="list-style-type: none">• Remove and dispose of existing flooring• Prepare floor as needed for new products• Furnish and install Applause Powerbond Carpet<ul style="list-style-type: none">◦ Color: Night Light• Furnish and install Abrasive Action Walk Off<ul style="list-style-type: none">◦ Color: Charcoal• Furnish and install 4" Cove Wall Base<ul style="list-style-type: none">◦ Color: Charcoal	
<p>RECEIVED JUN 28 2022 224943</p>	

Total: \$6,955.72

EXCELLENCE WITHOUT COMPROMISE

Turlock High School Campus Map





CIFAC
Construction Industry Force Account Council

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org

Exhibit "J"

April 17, 2023

Barney Gordon
Assistant Superintendent
Turlock Unified School District
1574 E Canal Drive
Turlock, CA 95380

Sent Via Certified Mail: April 17, 2023



KwikCompli
Mobile App



Re: Request for Commission review of the practices used by the Turlock Unified School District (TUSD) on the Turlock High School R Wing Rooms 1-10 Flooring Project, pursuant to Public Contract Code Section 22042.5

Dear Barney Gordon,

This letter shall serve as a formal notice to the Turlock Unified School District (VUSD) that the Construction Industry Force Account Council (CIFAC) has requested a California Uniform Construction Cost Accounting Commission review of the Turlock High School R Wing Rooms 1-10 Flooring Project pursuant to Public Contract Code Section 22042.5.

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.

The aggregate value of the project was \$66,580.02 which exceeds the bid threshold established by the Commission. We believe that the project in question should have been let to bid per Public Contract Code Section 22034.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

Sincerely,

Michelle Pickens



R-J Inc. dba RJ Commercial Flooring Company
 1016 Renc Ave. Ste E
 Modesto, CA 95351
 Tel: (209) 408-0198
 Fax: (209) 571-5056
 CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales
 COMPANY: Turlock USD
 ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
 PROJECT: Turlock HS Rm 2
 LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Pricing based on Sourcewell Contract				
107	sq yds	Removal of existing carpe	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36E Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond, color Night Light.	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light.	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal.	\$ 0.91	\$ 118.30
130	lin ft	Labor to install 4" cove base, color Charcoal.	\$ 2.15	\$ 279.50
EXCLUSIONS:				
Furniture and equipment moving, borders and inlays, wax at hard surface, moisture treatment, and asbestos removal.				

- Freight charges are included in price unless specifically noted above.
- Terms are net 30 days. Deposit or progress payment may required for materials.
- The prices listed on this proposal are valid for a period of 3 months.
- If this proposal is accepted, please submit a signed purchase order.
- All required Certified Payroll Reporting documents are available upon request.
- Payment or performance bonds are not included in price unless specifically noted above.
- Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
- RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
- If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
- Labor is based on prevailing wages.

SUBTOTAL	\$ 6,658.02
TAXABLE SUBTOTAL	\$ 3,451.55
SALES TAX RATE	8.625%
SALES TAX	\$ 297.70
TOTAL PRICE	\$ 6,955.72

SUBMITTED BY *Scott Meyers*
 Scott Meyers

TEL: (209) 408-0198
 FAX: (209) 571-5056



R-J Inc. dba RJ Commercial Flooring Company

1016 Reno Ave. Ste E

Modesto, CA 95351

Tel: (209) 408-0198

Fax: (209) 571-5056

CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales

DATE: March 11, 2022

COMPANY: Turlock USD

PROJECT: Turlock HS Rm 3

ADDRESS: 1574 E Canal Dr

LOCATION: 1600 E Canal Dr

Turlock Ca 95380

Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36E Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond, color Night Light.	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light.	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal.	\$ 0.91	\$ 118.30
130	lin ft	Labor to install 4" cove base, color Charcoal.	\$ 2.15	\$ 279.50
		EXCLUSIONS:		
		Furniture and equipment moving, borders and inlays, wax at hard surface, moisture treatment, and asbestos removal.		

- Freight charges are included in price unless specifically noted above.
- Terms are net 30 days. Deposit or progress payment may required for materials.
- The prices listed on this proposal are valid for a period of 3 months.
- If this proposal is accepted, please submit a signed purchase order.
- All required Certified Payroll Reporting documents are available upon request.
- Payment or performance bonds are not included in price unless specifically noted above.
- Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
- RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
- If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
- Labor is based on prevailing wages.

SUBTOTAL	\$ 6,658.02
TAXABLE SUBTOTAL	\$ 3,451.55
SALES TAX RATE	8.625%
SALES TAX	\$ 297.70
TOTAL PRICE	\$ 6,955.72

SUBMITTED BY *Scott Meyers*

Scott Meyers

TEL: (209) 408-0198

FAX: (209) 571-5056



R-J Inc. dba RJ Commercial Flooring Company
 1016 Reno Ave. Ste E
 Modesto, CA 95351
 Tel: (209) 408-0198
 Fax: (209) 571-5056
 CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales
 COMPANY: Turlock USD
 ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
 PROJECT: Turlock HS Rm 4
 LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
Pricing based on Sourcewell Contract				
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36E Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond, color Night Light.	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light.	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal.	\$ 0.91	\$ 118.30
130	lin ft	Labor to install 4" cove base, color Charcoal.	\$ 2.15	\$ 279.50
EXCLUSIONS:				
Furniture and equipment moving, borders and inlays, wax at hard surface, moisture treatment, and asbestos removal.				

1. Freight charges are included in price unless specifically noted above.	SUBTOTAL	\$ 6,658.02
2. Terms are net 30 days. Deposit or progress payment may required for materials.	TAXABLE SUBTOTAL	\$ 3,451.55
3. The prices listed on this proposal are valid for a period of 3 months.	SALES TAX RATE	8.625%
4. If this proposal is accepted, please submit a signed purchase order.	SALES TAX	\$ 297.70
5. All required Certified Payroll Reporting documents are available upon request.	TOTAL PRICE	\$ 6,955.72
6. Payment or performance bonds are not included in price unless specifically noted above.		
7. Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.		
8. RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.		
9. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.		
10. Labor is based on prevailing wages.		

SUBMITTED BY *Scott Meyers*
 Scott Meyers

TEL: (209) 408-0198
 FAX: (209) 571-5056



R-J Inc. dba RJ Commercial Flooring Company
 1016 Reno Ave. Ste E
 Modesto, CA 95351
 Tel (209) 408-0198
 Fax (209) 571-5056
 CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales
 COMPANY: Turlock USD
 ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
 PROJECT: Turlock HS Rm 5
 LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36E Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond, color Night Light	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal	\$ 0.91	\$ 118.30
130	lin ft	Labor to install 4" cove base, color Charcoal	\$ 2.15	\$ 279.50
		EXCLUSIONS: Furniture and equipment moving, borders and inlays, wax at hard surface, moisture treatment, and asbestos removal.		
		SUBTOTAL	\$	6,658.02

1. Freight charges are included in price unless specifically noted above.
2. Terms are net 30 days. Deposit or progress payment may be required for materials.
3. The prices listed on this proposal are valid for a period of 3 months.
4. If this proposal is accepted, please submit a signed purchase order.
5. All required Certified Payroll Reporting documents are available upon request.
6. Payment or performance bonds are not included in price unless specifically noted above.
7. Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
8. RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
9. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
10. Labor is based on prevailing wages.

TAXABLE SUBTOTAL	\$ 3,451.55
SALES TAX RATE	8.625%
SALES TAX	\$ 297.70
TOTAL PRICE	\$ 6,955.72

SUBMITTED BY *Scott Meyers*
 Scott Meyers

TEL: (209) 408-0198
 FAX: (209) 571-5056

PROPOSAL **SOURCEWELL CONTRACT # 080819-TFU**

CUSTOMER: Marcos Carrizales
COMPANY: Turlock USD
ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
PROJECT: Turlock HS Rm 6
LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet		
107	sq yds	Carpet disposal	\$ 2.62	\$ 280.34
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.64	\$ 68.48
960	sq ft	Floor Preparation	\$ 0.59	\$ 76.70
1	each	Furnish C-36E Primer	\$ 0.99	\$ 950.40
960	sq ft	Labor to install primer	\$ 57.03	\$ 57.03
107	sq yds	Furnish Applause Powerbond, color Night Light.	\$ 0.65	\$ 624.00
107	sq yds	Labor to install Applause Powerbond, color Night Light.	\$ 28.10	\$ 3,006.70
1	each	Furnish C-16 Adhesive	\$ 8.35	\$ 893.45
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 84.12	\$ 84.12
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
130	lin ft	Furnish 4" cove base, color Charcoal.	\$ 8.40	\$ 33.60
130	lin ft	Labor to install 4" cove base, color Charcoal.	\$ 0.91	\$ 118.30
			\$ 2.15	\$ 279.50
		EXCLUSIONS:		
		Furniture and equipment moving, borders and inlays, wax at hard surface, moisture treatment, and asbestos removal.		

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- Terms are net 30 days. Deposit or progress payment may required for materials.
- The prices listed on this proposal are valid for a period of 3 months.
- If this proposal is accepted, please submit a signed purchase order.
- All required Certified Payroll Reporting documents are available upon request.
- Payment or performance bonds are not included in price unless specifically noted above.
- Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
- RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
- If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
- Labor is based on prevailing wages.

SUBTOTAL	\$ 6,658.02
TAXABLE SUBTOTAL	\$ 3,451.55
SALES TAX RATE	8.625%
SALES TAX	\$ 297.70
TOTAL PRICE	\$ 6,955.72

SUBMITTED BY *Scott Meyers*
 Scott Meyers

TEL: (209) 408-0198
 FAX: (209) 571-5056



R-J Inc. dba RJ Commercial Flooring Company
 1016 Reno Ave. Ste E
 Modesto, CA 95351
 Tel. (209) 408-0198
 Fax (209) 571-5056
 CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales
 COMPANY: Turlock USD
 ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
 PROJECT: Turlock HS Rm 7
 LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36F Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond, color Night Light	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal	\$ 0.91	\$ 118.30
130	lin ft	Labor to install 4" cove base, color Charcoal	\$ 2.15	\$ 279.50
		EXCLUSIONS: Furniture and equipment moving, borders and inlays, wax at hard surface, moisture treatment, and asbestos removal.		

1. Freight charges are included in price unless specifically noted above.	SUBTOTAL	\$ 6,658.02
2. Terms are net 30 days. Deposit or progress payment may required for materials.	TAXABLE SUBTOTAL	\$ 3,451.55
3. The prices listed on this proposal are valid for a period of 3 months.	SALES TAX RATE	8.625%
4. If this proposal is accepted, please submit a signed purchase order.	SALES TAX	\$ 297.70
5. All required Certified Payroll Reporting documents are available upon request.	TOTAL PRICE	\$ 6,955.72
6. Payment or performance bonds are not included in price unless specifically noted above.		
7. Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.		
8. RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.		
9. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.		
10. Labor is based on prevailing wages.		

SUBMITTED BY *Scott Meyers*
 Scott Meyers

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 FAX (209) 571-5056



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 1016 Reno Ave. Ste E
 Modesto, CA 95351
 Tel. (209) 408-0198
 Fax (209) 571-5056
 CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales
 COMPANY: Turlock USD
 ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
 PROJECT: Turlock HS Rm 8
 LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36E Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond, color Night Light.	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light.	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal.	\$ 0.91	\$ 118.30
130	lin ft	Labor to install 4" cove base, color Charcoal.	\$ 2.15	\$ 279.50
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SUBTOTAL	\$ 6,658.02
TAXABLE SUBTOTAL	\$ 3,451.55
SALES TAX RATE	8.625%
SALES TAX	\$ 297.70
TOTAL PRICE	\$ 6,955.72

SUBMITTED BY *Scott Meyers*
 Scott Meyers

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 FAX: (209) 571-5056



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 Modesto, CA 95351
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 Fax (209) 571-5056
 CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales
 COMPANY: Turlock USD
 ADDRESS: 1574 E Canal Dr
 Turlock Ca 95380

DATE: March 11, 2022
 PROJECT: Turlock HS Rm 9
 LOCATION: 1600 E Canal Dr
 Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
130	lin ft	Remove and dispose of existing cove wall base	\$ 0.59	\$ 76.70
960	sq ft	Floor Preparation	\$ 0.99	\$ 950.40
1	each	Furnish C-36E Primer	\$ 57.03	\$ 57.03
960	sq ft	Labor to install primer	\$ 0.65	\$ 624.00
107	sq yds	Furnish Applause Powerbond color Night Light.	\$ 28.10	\$ 3,006.70
107	sq yds	Labor to install Applause Powerbond, color Night Light.	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 8.40	\$ 33.60
130	lin ft	Furnish 4" cove base, color Charcoal.	\$ 0.91	\$ 118.30
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SALES TAX	\$ 297.70
TOTAL PRICE	\$ 6,955.72

SUBMITTED BY *Scott Meyers*
 Scott Meyers

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Fax: (209) 571-5056

CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

SOURCEWELL CONTRACT # 080819-TFU

CUSTOMER: Marcos Carrizales

DATE: March 11, 2022

COMPANY: Turlock USD

PROJECT: Turlock HS Rm 10

ADDRESS: 1574 E Canal Dr

LOCATION: 1600 E Canal Dr

Turlock Ca 95380

Turlock, CA 95380

QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION
		Pricing based on Sourcewell Contract		
107	sq yds	Removal of existing carpet	\$ 2.62	\$ 280.34
107	sq yds	Carpet disposal	\$ 0.64	\$ 68.48
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107	sq yds	Labor to install Applause Powerbond, color Night light.	\$ 8.35	\$ 893.45
1	each	Furnish C-16 Adhesive	\$ 84.12	\$ 84.12
4	sq yds	Furnish Abrasive Action Walk Off, color Charcoal.	\$ 46.35	\$ 185.40
4	sq yds	Labor to install Abrasive Action Walk Off, color Charcoal.	\$ 8.40	\$ 33.60
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- Labor is based on prevailing wages.

SUBTOTAL \$ 6,658.02

TAXABLE SUBTOTAL \$ 3,451.55

SALES TAX RATE 8.625%

SALES TAX \$ 297.70

TOTAL PRICE \$ 6,955.72

SUBMITTED BY *Scott Meyers*
Scott Meyers

TEL: (209) 408-0198

FAX: (209) 571-5056



CIFAC
Construction Industry Force Account Council

Item 11C

MICHELLE PICKENS
EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org



KwikCompli
Mobile App



April 12, 2023

John Nunan, Chair
California Uniform Construction Cost
Accounting Commission
Office of the State Controller
Local Government Programs and
Services Division
Local Government Policy Section
P.O. Box 942850
Sacramento, CA 94250

Sent Via Certified Mail: April 12, 2023

Re: Request for Commission review of the practices used by the Vacaville Unified School District (VUSD) on the Dally Center MPR Building Exterior Paint and Chapel Project aka Dally Center Paint Project #2, pursuant to Public Contract Code Section 22042.5

Dear Chair Nunan,

This letter shall serve as a formal request for a Commission review concerning the Vacaville Unified School District. We believe that they have violated the California Public Contract Code, Section 22034 by failing to bid the work associated with the Dally Center MPR Building Exterior Paint and Chapel Project aka Dally Center Paint Project #2.

The aggregate value of the project exceeds the bid threshold established by the Commission. We request that the Commission review the District's practices pursuant to Section 22042.5 of the Public Contract Code listed below:

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.

Background:

The Vacaville Unified School District (CVUSD) hired Athens Painting to perform painting work at the (Shelley) Dally Center (Project #1) in August 2022. The project's value of \$59,000 was below their bid threshold.

During the course of project #1, the District requested a quote from Athens Painting on two additional buildings (Dally Center MPR Building Exterior Paint and Chapel Project aka Dally Center Paint Project #2), which would be considered as a separate project. A quote was submitted in the amount of \$68,100 and accepted by the District. The work was completed at \$72,300 in January 2023.



Project Details

Project Name- the Dally Center MPR Building Exterior Paint and Chapel Project aka Dally Center Paint Project #2

Project Bid Date- N/A

Project Bid Rejection Date- N/A

Project Low Bid Dollar Amount- N/A

Project Agency Cost- \$72,300

Work Performance: Athens Painting

District Contact: Daniel Banowetz

Director of Facilities

Vacaville Unified School District

401 Nut Tree Road

Vacaville, CA 95687

(707) 453-6319.

DBanowetz@VUSD.SolanoCOE.K12.CA.US

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an “interested party” per Public Contract Code Section 22042.

We have mailed a copy of our complaint to the VUSD and have attached a copy of that letter for your records. The point of contact receiving this notice for the District is Daniel Banowetz.

Please feel free to contact Michelle Pickens if you should have any questions regarding this complaint. We request that you notify us in writing of the findings of the Commission.

Sincerely,



Michelle Pickens, Executive Director

2420 Martin Road, Suite 250

Fairfield CA, 94534

mpickens@cifac.org

Enclosures: **TIMELINE OF EVENTS:** Exhibit documents are identified as follows:

Exhibit “A”

September 28, 2022 District requests a quote from Athens Painting, who was currently working at the location to paint two additional buildings



Exhibit “B”

September 30, 2022 Athens Painting provides proposal in the amount of \$68,100

Exhibit “C”

October 20, 2022 District’s Board of Education approves Consent Calendar Item approving purchase order with Athen’s Painting in the amount of \$68,100

Exhibit “D”

November 14, 2022 Change Order is issued in the amount of \$4,200, bringing cost to \$72,300

Exhibit “E”

November 15, 2022 District creates a PWC 100 for the Dally Center Paint Project #2

Exhibit “F”

January 09, 2023 CIFAC submits a PRA request for project documents

Exhibit “G”

January 10, 2023 CIFAC receives an email response, indicating that as a small project, the District utilized the CUPCAA list to call painting contractors for quotes. *“Athens Painting & Commercial Coatings, Inc., Universal Painting Contractors, Inc. and Diamond Painting. Athens Painting was the only company to reply and bid on the work.” Per Dan Banowetz*

Exhibit “H”

January 10, 2023 CUPCAA list shows 11 painters, yet only two were contacted by District from list

Exhibit “I”

April 11, 2023 Copy of complaint Letter to Vacaville USD



Ed Duncan - VUSD Facilities

From: Ed Duncan - VUSD Facilities
Sent: Thursday, September 29, 2022 8:54 AM
To: 'Athena Kouloulías'
Subject: RE: Proposal, Exterior paint MPR Bldg. & Chapel

Morning- thank you for the quote on the balance of Dally center. This work DOES NOT have to be weekend or after hours . Anything on the outside of black fence separates it from the class rooms. If you could revise your quote to reflex regular hours , I would appreciate it. Sorry I did not make this clear before. I am still learning some of the do's and don'ts of this job. Thanks Ed

From: Athena Kouloulías <athenspainting@comcast.net>
Sent: Wednesday, September 28, 2022 7:44 PM
To: Ed Duncan - VUSD Facilities <EDuncan@VUSD.SolanoCOE.K12.CA.US>
Subject: Proposal, Exterior paint MPR Bldg & Chapel

Hello Ed,

Please find attached proposal for the two additional buildings. We don't need to rent a lift unless we paint the chapel spire. It's a small area with only a couple of trim pcs but we have to call it out because it's the ONLY area we would really need the lift for.

Will wait to hear back on these.

Brgds,

Athena Kouloulías
Athens Painting & Commercial Coatings, Inc.
4291 Suzanne Dr.
Pittsburg, CA 94565
Mobile: 510-754-3343

Exhibit "B"

COMPANY INFORMATION

Athens Painting & Commercial Coatings, Inc
4291 Suzanne Dr
Pittsburg, CA 94565
Phone: 925-232-4446
Email: Athenspainting@comcast.net
CSLB#1007231, Exp 09/30/2023
DIR#1000032497, Exp 06/30/2024
Certified WOSB



PROPOSAL

PROJECT OWNER: Vacaville Unified School District
PROJECT DESCRIPTION: Painting of various areas at Dally Center
PROJECT ADDRESS: Dally Center – 621 Orchard St, Vacaville, CA
PROPOSAL DATE: September 30, 2022

A. SCOPE OF WORK Dally Center

Paint exterior of MPR Bldg and Chapel at Dally Center. The chapel has a spire over the tabernacle area. The location of this spire requires access via aerial lift. Pricing for the paint of the spire is shown as a separate line item.

Process

- Scrape any loose paint and collect chips.
- High pressure wash exterior to clean surface and remove debris.
- Nail any loose boards/siding.
- Apply FULL coat of latex primer to all surfaces.
- Fill holes, patch/caulk necessary areas then sand – Chapel wood surfaces.
- Apply elastomeric patch
- Apply second coat of primer to any areas of repair.
- Apply two coats of latex finish paint to all walls, trim, and doors (exterior side of door only).
- Apply one coat of clear polyurethane finish to wood finished chapel doors.

PRICE

A1:	Dally MPR exterior: Dally	\$29,500.00 (TWENTY NINE THOUSAND FIVE HUNDRED DOLLARS)
A2:	Dally Chapel exterior:	\$33,800.00 (THIRTY THREE THOUSAND EIGHT HUNDRED DOLLARS)
A3:	Dally Chapel spire:	\$ 4,800.00 (FOUR THOUSAND, EIGHT HUNDRED DOLLARS)

Will provide necessary labor, equipment, and materials, in order to complete the scope of work referred to above. Labor to be paid according to current Prevailing Wage Rates. Team to perform work on weekends only or during school breaks. To use recommended Kelly Moore materials (attached) or comparable.

Covid

Our team will follow any guidelines, per the Vacaville USD, in relation to Covid safety.

Certifications

EPA Lead Safe Certified Firm, Certification #NAT-F186279-1

EPA Lead Renovator, Ioannis Kochilas, Cert#R-R-18909-20-00005

Woman Owned Small Business

Athena Kouloulis

Date: 9/30/2022

Submitted by Athena Kouloulis / CEO

Athens Painting & Commercial Coatings, Inc.

Kelly M

Date: 10/21/22

Received By Vacaville Unified School District
Name/Title:



We are proud to be an EPA Lead Safe Certified Firm, Certification #NAT-F186279-1.
Fully bonded and insured.

Vacaville Unified School District Board of Education

Meeting Date:

October 20, 2022

Subject: Approval of a Purchase Order with Athens Painting & Commercial Coatings Inc for the Shelley Dally Early Learning Village

- ☐ Information Item Only
- ☒ Approval on Consent Agenda
- ☐ Information and Discussion
- ☐ Discussion/First Reading
- ☐ Information, Discussion and Possible Action
- ☐ Action
- ☐ Public Hearing

Department: Facilities

Staff Recommendation:

Approval of a Purchase Order with Athens Painting & Commercial Coatings Inc for the Shelley Dally Early Learning Village

Background/Rationale:

This is not a Measure A item. Staff requests approval of a purchase order with Athens Painting & Commercial Coatings, Inc. for painting services at the Shelley Dally Early Learning Village.. The purchase order is in the amount not-to-exceed \$68,100.00.

This purchase order is to paint the exterior of the older buildings on the site. They will paint the MP Room and Training Center (formally known as the Sanctuary Building) buildings to match the new Preschool Classroom building.

Fiscal Impact and Funding Source:

This purchase order will be funded by Developer Fees. The amount not-to-exceed \$68,100.00.

Applicable Policy/Code:

N/A

Documents Attached:

Athens Painting & Commercial Coatings, Inc. Proposal

Estimated Time Length of Presentation:

N/A

Submitted by/date:

Name: Daniel Banowetz

Department: Facilities

Submission Date: October 5, 2022

COMPANY INFORMATION

Athens Painting & Commercial Coatings, Inc

4291 Suzanne Dr

Pittsburg, CA 94565

Phone: 925-232-4446

Email: Athenspainting@comcast.net

CSLB#1007231, Exp 09/30/2023

DIR#1000032497, Exp 06/30/2024

Certified WOSB



PROPOSAL

PROJECT OWNER:	Vacaville Unified School District
PROJECT DESCRIPTION:	Painting of various areas at Dally Center
PROJECT ADDRESS:	Dally Center – 621 Orchard St, Vacaville, CA
PROPOSAL DATE:	September 30, 2022

A. SCOPE OF WORK Dally Center

Paint exterior of MPR Bldg and Chapel at Dally Center. The chapel has a spire over the tabernacle area. The location of this spire requires access via aerial lift. Pricing for the paint of the spire is shown as a separate line item.

Process

- Scrape any loose paint and collect chips.
- High pressure wash exterior to clean surface and remove debris.
- Nail any loose boards/siding.
- Apply FULL coat of latex primer to all surfaces.
- Fill holes, patch/caulk necessary areas then sand – Chapel wood surfaces.
- Apply elastomeric patch
- Apply second coat of primer to any areas of repair.
- Apply two coats of latex finish paint to all walls, trim, and doors (exterior side of door only).
- Apply one coat of clear polyurethane finish to wood finished chapel doors.

PRICE

A1:	Dally MPR exterior: Dally	\$29,500.00 (TWENTY NINE THOUSAND FIVE HUNDRED DOLLARS)
A2:	Dally Chapel exterior:	\$33,800.00 (THIRTY THREE THOUSAND EIGHT HUNDRED DOLLARS)
A3:	Dally Chapel spire:	\$ 4,800.00 (FOUR THOUSAND, EIGHT HUNDRED DOLLARS)

Will provide necessary labor, equipment, and materials, in order to complete the scope of work referred to above. Labor to be paid according to current Prevailing Wage Rates. Team to perform work on weekends only or during school breaks. To use recommended Kelly Moore materials (attached) or comparable.

Covid

Our team will follow any guidelines, per the Vacaville USD, in relation to Covid safety.

Certifications

EPA Lead Safe Certified Firm, Certification #NAT-F186279-1

EPA Lead Renovator, Ioannis Kochilas, Cert#R-R-18909-20-00005

Woman Owned Small Business

Athena Kouloulis

Date: 9/30/2022

Submitted by Athena Kouloulis / CEO

Athens Painting & Commercial Coatings, Inc.

Date: _____

Received By Vacaville Unified School District

Name/Title:



*We are proud to be an EPA Lead Safe Certified Firm, Certification #NAT-F186279-1.
Fully bonded and insured.*

Exhibit "D"

Athens Painting & Commercial Coatings, Inc.

Change Order No. 1

Owner's Name: Vacaville Unified School District

Owner's Address: 401 Nut Tree Rd, Vacaville, CA

Owner's Contact Information: Ed Duncan

Project Name & Address: Exterior paint of MPR Bldg & Chapel at Dally Early Learning Center

In conformance with and as a part of the Purchase Order #23-01861, dated 11/14/2022, the above named contractor is hereby authorized by the OWNER or OWNERS AUTHORIZED AGENT to make change (s) to the above project and/or order any additional labor and materials, services, supplies, and other items listed below and/or otherwise needed to complete the requirements of the scope of work of this extra work order.

a. Scope of the extra work:


\$4,200.00 Paint new skirts and touch up portables.

b. Payments for this order to be made as follows and will effect the schedule of progress payments as follows:

Date of completion as set forth in the existing contract is hereby extended 2 days because of the time necessary to complete this Extra Work Order.

PREVIOUS contract total amount prior to this Extra Work Order:	<u>\$68,100.00</u>
This Extra Work Order will result in a PROJECTED INCREASE to the original contract price in the lump sum amount of:	<u>\$4,200.00</u>
REVISED contract total amount including this Extra Work Order:	<u>\$72,300.00</u>

OWNER ACCEPTANCE: This extra work order shall be performed under the same conditions as specified in the existing contract. Your signature below signifies your agreement and approval of this extra work order.

By:  Kelly
(signature of owner or authorized agent)

Date: 12/15/22
(date of signing of this change order)

CONTRACTOR ACCEPTANCE: The abovenamed contractor, agrees to perform this extra work order in accordance with the above conditions, specifications and stated price.

By: Athena Kouloulis
(signature of contractor or authorized agent)

Date: 11/29/2022
(date of signing of this change order)

Ed Duncan - VUSD Facilities

From: Ed Duncan - VUSD Facilities
Sent: Tuesday, November 15, 2022 8:11 AM
To: 'Athena Kouloulis'
Subject: RE: DIR Project #PO23-01861

Athena- I will produce one today and send to you. Ed

From: Athena Kouloulis <athenspainting@comcast.net>
Sent: Tuesday, November 15, 2022 7:01 AM
To: Ed Duncan - VUSD Facilities <EDuncan@VUSD.SolanoCOE.K12.CA.US>
Subject: DIR Project #PO23-01861

Hello Ed,
Can I please have the DIR Project number for this new exterior job?

Thank you and brgds,
Athena Kouloulis
Athens Painting & Commercial Coatings, Inc.
4291 Suzanne Dr.
Pittsburg, CA 94565
Mobile: 510-754-3343

Ed Duncan - VUSD Facilities

From: Ed Duncan - VUSD Facilities
Sent: Tuesday, November 15, 2022 10:18 AM
To: 'Athena Kouloulis'
Subject: FW: Project Creation

Morning- here is the DIR for the present paint project at Dally Center. Ed

From: pwc100@dir.ca.gov <pwc100@dir.ca.gov>
Sent: Tuesday, November 15, 2022 10:10 AM
To: Ed Duncan - VUSD Facilities <EDuncan@VUSD.SolanoCOE.K12.CA.US>; Terra_VUSD@capitalpm.com
Subject: Project Creation

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "Dally Center Paint Project #2" that was created on 15 Nov 2022 and assigned **DIR Project ID 443009**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California



Division of Apprenticeship Standard / Division of Labor Standards Enforcement

[Home](#) [Labor Law](#) [Cal/OSHA - Safety & Health](#) [Workers' Comp](#) [Self Insurance](#) [Apprenticeship](#) [Director's Office](#) [Boards](#)
[Home](#) | [Search PWC-100](#) | [Search Results List](#) | [Project Details](#)
Project Number: DCN 23-259**Contract ID:** DCN 23-259**Project Award Date:** 10/27/2022**Awarding Body ID:** 100013316**DIR Project ID:** 443009**Contract Date:** 10/27/2022**Project Submitted Date:** 11/15/2022**AWARDING BODY INFORMATION**

Name:	Vacaville Unified School District	Primary Contact:	Terra Johnson
Address:	401 Nut Tree Road	Primary Email:	Terra_VUSD@capitalpm.com
	Vacaville, CA 95687	Work Phone:	9167795919

PROJECT INFORMATION**Project Name:** Dally Center Paint Project #2**Brief Description:** Exterior paint of two existing buildings**Contract Amount:** \$68,100.00**Total Project Cost:** \$68,100.00**Alternative Model:** N**First Advertised Date:** 10/27/2022**Estimated Start Date:** 11/14/2022**Estimated Completion Date:** 12/5/2022**Physical Address / Location**

Address line 1	Address line 2	City	State	Zip	County
621 Orchard Sr.		Vacaville	CA	95687	ALAMEDA

Propositions:

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)?	No
Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)?	No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code?	No
Will you operate a DIR-Approved Labor Compliance Program (LCP) for this project?	No
Is there a Project Labor Agreement (PLA) associated with this project?	No

General Contractor 1

PWCR Number	NAME	Address	Email	Classification
1000032497	ATHENS PAINTING & COMMERCIAL COATINGS, INC	4291 SUZANNE DR PITTSBURG, CA 94565	athenspainting@comcast.net	PAINTERS

[New Search](#)



CIFAC
Construction Industry Force Account Council

Exhibit "F"

January 9, 2023

MICHELLE PICKENS

EXECUTIVE DIRECTOR

2420 Martin Rd STE 250
Fairfield, CA 94534

1.800.755.3354

info@cifac.org

cifac.org

Kelly Burks

Assistant Superintendent

Business & Administration Services

Vacaville Unified School District

401 Nut Tree Road

Vacaville, CA 95687

Re: Public Records Act Request for documentation related to the Shelley Dally Early Learning Center-Exterior MPR & Chapel project

Dear Kelly Burks:

The Construction Industry Force Account Council (CIFAC) is a construction industry supported non-profit organization dedicated to Public Contract Code compliance and education. We promote competitive bidding on public works construction projects by using a fair, transparent and objective process.

We were recently notified of the above referenced project and require documentation from your agency for our review. Please provide the following documents or the legal authority under which you claim exemption:

1. Copies of all notices sent to trade journals and trade publications notified of the project
2. A copy of the official bid advertisement
3. A copy of the Notice to Bidders
4. A copy of the project specifications
5. A copy of the bid results
6. A copy of the construction contract/agreement
7. A copy of the Notice to Proceed
8. Copies of all change orders issued on the project
9. Copies of all inspection logs/work logs
10. Copies of any/all photographs taken on the project
11. A copy of the Capital Improvement Budget that references the project
12. Copies of all correspondences with the contractor on this project

Thank you for your prompt reply to this letter. We are requesting these documents per the California Public Records Act; Government Code 6250 et seq. and, therefore, will expect a reply by January 19, 2023. Please contact me if you have any questions at (510) 954-5869.

Sincerely,

Candace Aragon



KwikCompli
Mobile App



Bay Area Regional Compliance Manager
Construction Industry Force Account Council
caragon@cifac.org
(510) 954-5869 Cell

From: Candace Aragon <caragon@cifac.org>

Sent: Thursday, January 19, 2023 7:18 AM

Exhibit "G"

To: Michelle Pickens <mpickens@cifac.org>

Subject: Fwd: EXTERNALRE: EXTERNALFW: Public Records Act Request: Shelley Dally Early Learning Center-Exterior MPR & Chapel project

Here are the documents from Vausd on response to PRA docs for the \$68k project

Get [Outlook for iOS](#)

From: Dan Banowetz - Chief Facilities, Maintenance and Operations

<DBanowetz@VUSD.SolanoCOE.K12.CA.US>

Sent: Tuesday, January 10, 2023 4:14:38 PM

To: Candace Aragon <caragon@cifac.org>

Cc: Jennifer Kincaid - VUSD Facilities <JenniferK@VUSD.SolanoCOE.K12.CA.US>; Teresa Flores - VUSD Supt Dept <TeresaF@VUSD.SolanoCOE.K12.CA.US>

Subject: EXTERNALRE: EXTERNALFW: Public Records Act Request: Shelley Dally Early Learning Center-Exterior MPR & Chapel project

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Aragon,

Attached is the information we have to provide.

I also wanted to explain that this project was completed using the California Uniform Construction Cost Accounting Act (CUPCCA). Since this is a small project it falls under the CUPCCA guidelines. Ed Duncan, one of our Facilities Managers was assigned this project. He called all painters on our current CUPCCA list. He called Athens Painting & Commercial Coatings, Inc., Universal Painting Contractors, Inc. and Diamond Painting. Athens Painting was the only company to reply and bid on the work.

Your request has listed many items that would be typical to a design, bid, build type of delivery. That is not the case for this project, so items 1 – 5, 7, 9 and 10 do not exist and are not included. Items 6, 8 and 12 are attached. As for number 11, this project was funded by our Developer Fees, Fund 25 budget.

I apologize I do not have the bid solicitations in writing. The request for bids was made via phone conversations. In the future all bid solicitations will be done via phone with email back-up.

Please call me if you have any questions or would like to discuss this further. It would be great to get your input to make future requests easier. My direct line is (707) 453-6319.

Dan-

Daniel Banowetz

Director of Facilities

Vacaville Unifed School District



Exhibit "H"

2022 California Uniform Public Construction Cost Accounting Act (CUPCAA)
Informal Bid List
as of 9/14/2022

Contractor	Categories of Work	License Classification	License #
3D Data Com	Division 27 & 28 Construction, All Low Voltage Systems, Fire Alarm, Security, Cabling, Audio/Video	B, C7, C10	757157
Advanced Solutions and Service, Inc. (dba Advanced Plumbing Heating and Air)	Plumbing and HVAC	C20, C36	846530
Air Systems Service & Construction Inc. (dba Air Systems of Sacramento)	HVAC, Sheet Metal, Plumbing, Hyrdonic Piping, Direct Digital Controls, HVAC Unit Replacements, HVAC Service & Repair, Boiler Replacement & Repair	C4, C36, C-20, C43, C38, B	406794
Airco Mechanical, Inc.	HVAC/Plumbing	B, C4, C20, C36, C43	311454
Alaniz Construction, Inc.	Asphalt Paving, Concrete Flat Work, Sealcoating, Crackfilling, Striping, ADA Compliance	A and C12	587021
Alessandro Electric, Inc.	General Electric, Low Voltage, Design & Assist	C7, C10	867775
All Country Flooring	Flooring	C15	988380
All Phase Systems Integration, Inc.	Electrical	C10	988235
All Season's Tree Care, Inc.	Tree Removal, Pruning, Maintenance & Stump Grinding	C61/D49	974542

Alpha Alarm & Audio, Inc.	Burglary & Fire Alarm, CCTV, Card Access	C7, C10	944754
American Asphalt Repair & Resurfacing Co, Inc.	Asphalt, Concrete, Slurry Seal, Striping, Sealcoat	A, C32	439591
American River Construction, Inc.	General Contractor	A,B, C8	573022
Andy's Roofing Co, Inc.	Roofing	B, C39	521860
Applied Landscape Materials, Inc.	Playground certified engineered wood fiber sales, delivery and installation. Landscape bark and mulch sales, delivery and installation.	C-61/D64	906546
Aria Electric & Construction	General Contractor, Electrical, HVAC, Plumbing	B, C10, C20	957360
Arrow Lift of California (DBA for PS37-3, LLC)	Accessibility Equipment, such as; Wheelchair Lifts, Dumbwaiters, LULA Elevators, VRC's, Freight only lifts	C11	995486
Athen's Painting & Commercial Coatings, Inc.	Painting	C33	1007231
Avidex Industries, LLC.	Low Voltage, Electrical	C7, C10	981651
B & M Builders, Inc.	General Engineering Contractor, General Building Contractor, Concrete Contractor, Electrical Contractor, Earthwork and Paving Contractor, Warm-Air Heating, Ventilating and Air-Conditioning Contractor, Landscaping Contractor, Construction Zone Traffic Control Contractor, & Ceramic, and Mosaic Tile Contractor	A, B, C8, C10, C12, C20, C27, C31, C54	861848

Bay Cities Fire Protection, Inc.	Fire Sprinklers & Pumps	C16	731222
Bay City Mechanical, Inc.	HVAC/Mechanical	C4, C20, C36, C43	645126
Bay Point Control, Inc. DBA Marina Mechanical	HVAC, Architectural Sheet Metal	C20, C43, C2, C4, C10, C36	416198
Bell Products, Inc.	HVAC, Hot Water Heating, Sheet Metal, Plumbing, General Contractor	A, B,C4,C20,C36, C43	171534
Benton Fence and Drilling, Inc.	Fence Material sales & Installation	C13	273445
Best Contracting Services, Inc.	Roofing, Waterproofing, Sheet Metal, Glazing, Wall Panels	A, B, C17, C39, C43	456263
Bi-JaMar, Inc., dba Quality Sound	Low-voltage System Integration; Audiovisual Systems, Fire Alarm Systems, Security	C7, C10	496881
Bockmon & Woody Electric Company, Inc.	Electrical	C10	588308
Bowen Engineering & Environmental	Demolition, Land Clearing, Tank Removal, Soil Remediation, Asbestos & Lead Abatement, Hazardous Materials Removal	C10, C21,C22, C33, C39, ASB, HAZ, C61/D38	816496
Bridges Restoration LLC (dba West Coast Fire and Water)	GC, Restoration, Water Mitigation, Fire, Mold, & Biohazard	B	1036250

C&C Contracting	GC	B	1076494
C&J Painting	Interior/Exterior Painting, Waterproof Coatings, Lead-Based Paint Stabilization	C33	700342
CAL INC	Asbestos, Demolition, Hauling, Painting/Coating	A, B, C13, C21, C22, C33, C39, HAZ, ASB	657754
Case Electric, Inc.	Electrical	C10	968018
Citadel Roofing & Solar (DBA for JAJ Roofing)	Solar PV Installation, Repair and Maintenance	B, C10, C46	647149
Clayton A Titus, Inc.	Modular Classroom Relocation	B and C21	921278
Coastal Mountain Electric (dba for James Day Construction, Inc.)	GC, Electrical	C10, B	507105
Color New Co.	Painting	B, C33	818650
Consolidated Networks Corporation	Low Voltage, Smart Classrooms, Fire Alarm, Call Systems, Intrusion Alarm, Assisted Listening Systems, PA Systems and Design Build	C7	965001
Construction West Services, Inc.	GC, Electrical, Plumbing, HVAC, Drywall, Painting	B	964217
Creative Builders (dba for Who Built Creative Builders)	Installation of playgrounds, Athletic Equipment, Site Furnishings & Shade Structures	A	808069
Crusader Fence Company LLC	Fence Construction	B, C7, C13	1056652

CWS Construction Group, Inc.	General Contractor	A, B	811153
D.A. Bender Mechanical, Inc.	Plumbing	C36	673938
DDK Mechanical, Inc.	Sheet Metal, HVAC, Plumbing/Piping, Flashing	B, C20, C36, C43	855723
Delta Wireless	Sales and Installation of Video Surveillance, CCTV, 2-Way Radios, fiber, WiFi Systems, BDA Systems	C7	748224
Diamond Painting Co. KK	Painting	C33	788505
Direct Digital Controls, Inc.	HVAC Temperature Control System, JCI Systems, Electrical Power Wiring	C10, C20	702114
Dowdle & Sons Mechanical, Inc.	Plumbing, Piping and Mechanical	A, B, C4, C20, C36	542743
Drapery Concepts (dba for deGroot Enterprises, Inc.)	Provide & Install Window Coverings, Blinds, Shades, Shutters, Drapes) and Stage Drapes	C61/D52	615270
Duran & Venables, Inc.	Grading, Paving	A, HAZ	375068
EIDIM Group (DBA for EIDIM AV Technology)	AV Goods and Services, Low Voltage Technology	B, C7, C10, C33	824410
EKC Enterprises, Inc.	Low Voltage System & Electrical	C7, C10	916095
Enterprise Roofing Service, Inc.	Roofing, Waterproofing, Emergency Roof Leak Service (24/7, 365)	C39, B, C43, C20, ASB	221274

Fix Painting Company	General Contractor, Painting	B, C33	467787
Foam Experts Roofing, Inc.	Roofing	C39	501167
FRC, Inc.	General Contractor	B	715667
Fremont Millwork, Co.	Casework	C6	249756
Fremouw Environmental Engineering Services	Hazardous Waste Management, Transportation & Disposal	A, HAZ	1022665
G & G Builders, Inc.	General Contracting, Playground Equipment Demo & Install, Shade Structures Install & Demo, Site Furnishings	A, B	750759
G Seven (dba for Seventy Times Seven, Inc.)	Concrete: Construction, Repair, Cutting, Demo, Bollards, Fencing, Excavation	A, C-61/D-06	962744
G.D. Nielson Construction, Inc.	Site work, Sewer, Water, Storm Drain, Electrical, Concrete, Paving, Pump Stations, Utility Locating	A, C10	648601
Gaynor Telesystems, Inc.	Telecom, CCTV, Bells/Clocks, Cabling, Access Control	C7	339307
Golden Bay Fence Plus Iron Works, Inc.	Fencing, Gates, Bollards and Security	A, B, C10, C13, C23	664905
H.B. Restoration, Inc.	Painting, Dry Rot Repair, Stucco Repair, Light Industrial Coatings	C33	1034975
H2I Group, Inc.	Athletic Equipment, Scoreboards, Volleyball Equipment, Wall Pads, Telescoping Bleacher Seating, Lockers and Laboratory Equipment	C6	1060739

Harbert Roofing, Inc.	General building, roofing, metal products, siding and decking, waterproofing	B, C39, C61/D24, C61/D41	696974
Harrison Concrete Cutting	Concrete and Asphalt Saw cutting and Removal. Concrete Wall Sawing, Core drilling, Site Demo	C21, C61	764041
Hometown Construction, Inc.	GC, HVAC, Plumbing	B, C20, C36	704382
Hyatt Contracting	Asphalt Paving, Concrete Striping, AD Work, Grading, Demo, Underground, Excavation	A, C8	923900
Industrial Electronic Systems, Inc.	Fire Alarm, Security, Low voltage systems	C20	443097
Intech Mechanical Company, LLC	General Engineering, General Contracting, Boilers, HVAC, Plumbing, Sheet Metal	A, B, C4, C20, C36, C43	998149
JB Electric and Construction, Inc. (Brambila & Kelly, Inc. DBA)	GC, Electrical, Concrete, and Grading	B, C10, C42	1021892
Jet Mulch, Inc.	Playground Engineered Wood Fiber Safety Surfacing - Product and Installation	C27	800650
JTE Electrical, Inc.	Place, install & connect electrical wiring, devices, conduit, photovoltaic & appliances that generate, transform, or utilize electrical energy.	B, C10	1062500
J-Walt Construction, Inc.	General Construction	B	981420
Kerex Engineering, Inc.	GC, Concrete, Grading, Utilities, Site Work	A	1002913
KITCOR Corporation	Food Service Equipment	C43	244236

KS Plumbing, Inc.	Plumbing, New Construction/Remodel	C36	858545
Landscape and Paver Works, Inc.	Landscaping, Irrigation and Pavers	C27	832459
Lloyd F. McKinney Associates, Inc.	Sound Audio Visual Systems: Smart Classrooms-PA/Clocks-Theater, Stadium & Portable Sound Systems-Assisted Listening Systems	C7, C10	248851
Martin General Engineering, Inc.	Paving, Grading, Demo, Underground, Fencing	A, C13	844279
MBS Engineering, Inc.	Natural Gas, Excavation, Installation and Pipe Fusion, Gas Meter Installations and Seismic Installations	A, C36	990872
MCM Roofing Company, Inc.	Roofing, Dry Rot Repair	A, B, C39	938303
McNeil & Sons Fire Safety (DBA for McNeil & Sons Restaurant Solutions)	Fire & Life Safety Services	C16	1065864
Mesa Energy Systems, Inc.	HVAC Mechanical, Plumbing, Refrigeration, Solar, Generator, Boiler, Low Voltage, Electrical, Building Automation	B, C4, C7, C10, C20, C36, C38, C46	611215
Mike Brown Electric Company	Electrical	C10, C12, C34, C61/D09	306767
Mike Flynn Painting Old & New Inc.	Painting	C33	466542
Miles Treaster & Associates	Sales of Office Furniture, Re-Arrangement of Office Furniture, Workspace Design, Furniture Installation	C61,D34	577897
MK Pipelines, Inc.	Underground Utilities	A, B	856827

Modular Solutions, Inc.	Portable Buildings: Relocation/Moving/Repairs	B	826531
O.C. Jones & Sons, Inc.	General Contractor, Grading, Paving, Demo, underground, earthwork	A, HAZ	759729
Orland Cabinet Shop, Inc.	Fabricate and install cabinets and countertops	C6	189381
Pacific Coast AV	Audiovisual (AV) Integrator specializing in Design, Equipment, Installation and Service	C7	910855
Pacific Contractors Group, Inc.	Painting, Repairs, Modernization	B, C33	927973
Pacific Polymers Inc.	Roofing contracting	C39	969486
Pacific Power & Systems, Inc.	Electrical, Low Voltage, Intrusion Alarm, Fire Alarm, Call Systems, Clock/Bell/Speaker Installation, Trouble shooting and Design Build	C7, C10	458315
Park Planet	Playgrounds, DSA Shade Structures, Site Amenities, Playground Surfacing, Playground Installation, Shade Structure Installation, Site Amenity Installation	C-61, D34	959805
PCD	Audio Visual Systems, PA Systems, Clock & Bell Systems, Sound Masking Systems	C7	527657
Peterson Mechanical, Inc.	HVAC, Plumbing/ piping	B, C4,C16, C20, C34, C36, C38, C42, C43	171486
Pisor Fence Dir Inc.	Fence	C13	316128
Presidential Fire Protection, Inc.	Fire Sprinkler, Suppression, Design / Build, Installation, Repairs, Backflow, Maintenance, Testing, Inspections, Fire Pumps	C16	847133

R&R Maher Construction Company, Inc.	Concrete	A, B, C8	508930
R. D. Morgan Construction Company	Grading and Utility Installation	A	775301
Rampart Enterprises, Inc.	Electrical	C10	696585
RCM Fire Protection, Inc.	Fire Protection	C16, B	793205
REM Construction, Inc.	General Contractor	A, B	268689
Rodan Builders, Inc.	GC, Carpentry, Demolition, Underground Utilities	A, B, C21	858119
Roebbelen Contracting, Inc.	General Contractor, Concrete, Fencing, Rough Carpentry, Misc. Metals	A, B, C8, C13	734124
Russel Sigler, Inc.	HVAC Control Engineering, Programming, Project Management, Graphics, Factory Technical Support, Installation	C20	960159
Saboo, Inc.	General Contract, Electrical, Mechanical	A, B, C10, C17, C20	896479
Sausal Corporation	General Construction	B	281425
Schreder & Brandt MFG, Inc.	General Construction, grading, paving, electrical, site work, relocation/installation of modular buildings, demolition	A, B, HAZ	748129
Shane Brown Electric	Electrical	C10, B	1048635

Sierra Asphalt, Inc.	Asphalt Paving and Repairs, Concrete and Concrete Repairs, Seal Coat, Striping, Sports Courts	A	457414
Sierra School Equipment Company	Lockers, Auditorium & Lecture Seating, Renovation of Auditorium Seating, In-Wall Tables	C61	422359
Sierra Striping, Inc.	Asphalt Seal Coat, Parking Lot Striping, Playground Striping, Hot Crack Fill	C32, C61, D42	651790
Signs Now	Signage Fabrication & Installation	C-61/D42	1003389
Signs of Success, Inc.	Signage; ADA, Arch, electrical, dimensional letters, characters, directories, LED Boards, dedication plaques	C45, C61, D42	781521
Solano County Roofing	Roofing	C39, B, C2, C43, ASB	495355
SOLPAC Construction Inc., dba Soltek Pacific Construction Company	General Contractor - Public Works and Federal Projects	A, B	886641
Specified Play Equipment, Co. dba SPEC Play	Playgrounds, Safety Surfacing, Outdoor Fitness, Site Furnishings	C61,D34	1050307
Stronger Building Services	General Contractor, Roofing	B, C39	955618
Swank Construction, Inc.	General Contractor	A, B	559490
Swierstok Enterprise Inc. dba Pro Builders	General Engineering, General Building, Painting, Plumbing	A,B,C36	884897
Team Ghilotti, Inc.	Grading, AC & Concrete Pavement, Sewer, Water, Storm Drain, Emergency Flood & landslide, Walls & Structures, HAZMAT, underground utilities	A, HAZ	895384

Tec-Com Low Voltage Solutions (DBA for Todd Lee Shelton)	Low Voltage Electrical, Voice, Data, Fiber Optics, CCTV Installation & Sales	C7	769824
The Trenchless Company (dba for Greenberg Clark, Inc.)	Underground Utilities, Drain Cleaning, Trenchless Sewer & Drain Repair	C36, C42	775703
TMP Services	Manufacturing and Installing Access Ramps and Steps.	B	697442
Torres Project Management	GC, Interior Light Gauge Framing, Gypsum Install and Finish, Acoustical Ceilings	B	1079394
Tradewinds Mechanical (DBA for Tradewinds Cooling, Inc.)	Heating, Air Conditioning, Ventilation, Sheet Metal, Plumbing, Boiler, Pelican & Johnson Controls	C4,C10, C20, C36, C43	1066807
Trahan Mechanical, Inc.	Mechanical and Sheet Metal	C20, C43	774154
Tri-City Fence Company, Inc.	Rental Fence, Permanent Fence including Ornamental, Fence Repair	B, C13	637245



CIFAC
Construction Industry Force Account Council

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Mobile App



Exhibit "I"

April 12, 2023

Daniel Banowetz
Director of Facilities
Vacaville Unified School District
401 Nut Tree Road
Vacaville, CA 95687

Sent Via Certified Mail: April 12, 2023

Re: Request for Commission review of the practices used by the Vacaville Unified School District (VUSD) on the Dally Center MPR Building Exterior Paint and Chapel Project aka Dally Center Paint Project #2, pursuant to Public Contract Code Section 22042.5

Dear Daniel Banowetz,

This letter shall serve as a formal notice to the Vacaville Unified School District (VUSD) that the Construction Industry Force Account Council (CIFAC) has requested a California Uniform Construction Cost Accounting Commission review of the Dally Center MPR Building Exterior Paint and Chapel Project aka Dally Center Paint Project #2 pursuant to Public Contract Code Section 22042.5.

22042.5. The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034.

The aggregate value of the project was \$72,300, which exceeds the bid threshold established by the Commission. We believe that the project in question should have been let to bid per Public Contract Code Section 22034.

The Construction Industry Force Account Council (CIFAC) is a non-profit organization that represents contractors, contractor associations and the various building trades. As such, we meet the definition of an "interested party" per Public Contract Code Section 22042.

Sincerely,

Michelle Pickens

Proposed Changes To The California Uniform Public Construction Cost Accounting Act (CUPCCAA)

Public Contract Code Section 22002

(a) "Public agency," for purposes of this chapter, means a city, county, city and county, including chartered cities and chartered counties, any special district, and any other agency of the state for the local performance of governmental or proprietary functions within limited boundaries. "Public agency" also includes a nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(b) "Representatives of the construction industry" for purposes of this chapter, means a general contractor, subcontractor, or labor representative with experience in the field of public works construction.

(c) "Public project" means any of the following:

(1) Construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility.

(2) Painting or repainting of any publicly owned, leased, or operated facility.

(3) In the case of a publicly owned electric utility system, "public project" shall include only the construction, erection, improvement, or repair of dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(d) "Public project" does not include maintenance work. For purposes of this section, "maintenance work" includes all of the following:

(1) Routine, recurring, and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.

(2) Minor repainting.

(3) Resurfacing of streets and highways at less than one inch.

(4) Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants, and servicing of irrigation and sprinkler systems.

(5) Work performed to keep, operate, and maintain publicly owned water, power, or waste disposal systems, including, but not limited to, dams, reservoirs, powerplants, and electrical transmission lines of 230,000 volts and higher.

(e) For purposes of this chapter, "facility" means any plant, building, structure, ground facility, utility system, subject to the limitation found in paragraph (3) of subdivision (c), real property, streets and highways, or other public work improvement.

Public Contract Code Section 22042

The commission shall review the accounting procedures of any participating public agency where an interested party presents evidence that the work undertaken by the public agency falls within any of the following categories:

(a) Is to be performed by a public agency after rejection of all bids, claiming work can be done less expensively by the public agency.

(b) Exceeded the force account limits.

(c) Has been improperly classified as maintenance.

(d) Has been split or separated into smaller work orders or projects, in violation of Section 22033.

(e) Has been informally bid but exceeded the limits set forth in Section 22032 (b).

Public Contract Code Section 22042.5

The commission shall review practices of any participating public agency where an interested party presents evidence that the public agency is not in compliance with Section 22034 *or Section 22037.*

Public Contract Code Section 22032

(a) Public projects of ~~sixty thousand dollars (\$60,000)~~ *seventy thousand dollars (\$70,000)* or less may be performed by the employees of a public agency by force account, by negotiated contract, or by purchase order.

(b) Public projects of ~~two hundred thousand dollars (\$200,000)~~ *two hundred twenty thousand dollars (\$220,000)* or less may be let to contract by informal procedures as set forth in this article.

(c) Public projects of more than ~~two hundred thousand dollars (\$200,000)~~ *two hundred twenty thousand dollars (\$220,000)* shall, except as otherwise provided in this article, be let to contract by formal bidding procedure.

Public Contract Code Section 22034

Each public agency that elects to become subject to the uniform construction accounting procedures set forth in Article 2 (commencing with Section 22010) shall enact an informal bidding ordinance to govern the selection of contractors to perform public projects pursuant to subdivision (b) of Section 22032. The ordinance shall include all of the following:

(a) Notice to contractors shall be provided in accordance with either paragraph (1) or (2), or both.

(1) The public agency shall maintain a list of qualified contractors, identified according to categories of work. Minimum criteria for development and maintenance of the contractors list shall be determined by the commission. All contractors on the list for the category of work being bid shall be mailed, faxed, or emailed a notice inviting informal bids unless the product or service is proprietary. All mailing of notices to contractors pursuant to this subdivision shall be completed not less than 10 calendar days before bids are due.

(2) The public agency may elect to mail, fax, or email a notice inviting informal bids to all construction trade journals specified in Section 22036.

(b) The notice inviting informal bids shall describe the project in general terms and how to obtain more detailed information about the project, and state the time and place for the submission of bids.

(c) The governing body of the public agency may delegate the authority to award informal contracts to the public works director, general manager, purchasing agent, or other appropriate person.

(d) If all bids received are in excess of ~~two hundred thousand dollars (\$200,000)~~ two hundred twenty thousand dollars (\$220,000), the governing body of the public agency may, by adoption of a resolution by a four-fifths vote, award the contract, at ~~two hundred twelve thousand five hundred dollars (\$212,500)~~ two hundred thirty-five thousand dollars (\$235,000) or less, to the lowest responsible bidder, if it determines the cost estimate of the public agency was reasonable.