



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 10.1a

Meeting Date: November 17, 2011

Subject: Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment

Estimated Time:	N/A
Submitted by:	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
Approved by:	Patricia A. Hagemeyer, Chief Business Officer

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>HEALTH SERVICES</u>		
A12-00061 The California Wellness Foundation	1/1/11 – 12/31/13: Three year core operating support grant to continue to provide school-based medical, dental and vision services to patients at Hiram Johnson Health Center.	\$150,000 No Match

HIGH SCHOOLS

A12-00060 California Department of Education	7/1/11 – 6/30/13: Grants for California Partnership Academies at C.K. McClatchy (Criminal Justice), Hiram Johnson (Education and Leadership), and John F. Kennedy (Culinary Arts) High Schools. The California Partnership Academies are focused on smaller learning communities with a career theme. Academies serve students in grades 10-12, and are structured as schools-within-a-school. Academies incorporate integrated academic and career technical education, mentoring, and internships. Academy leadership is provided by a committed team of teachers, and active business and post-secondary partnerships.	\$81,000 each 100% District Match (In-kind)* 100% Corporate Partnership Match (Match may be direct or in-kind)**
	Each academy reports match information to the California Department of Education. The following provides typical match costs:	
	* District in-kind match consists of teacher salaries, classroom space, facility modifications (lab upgrades), counselor time, teacher planning time, books, and supplies.	
	** Business/corporate in-kind and direct match consists of advisor time, speakers, job shadow, corporate tours, equipment, and supplies.	

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>CAPITAL ASSET MANAGEMENT SERVICES</u>		
R12-03365/R12-03368 Keller Group/Allsteel	9/23/09 – 9/22/13: Procurement of Open Office Panel Systems for The MET High School through Allsteel, Inc. utilizing State of California Contract No. 1-09-71-52.	Piggyback Pursuant to Public Contract Code §20118
	4/30/10 – 4/30/12: Procurement of Furniture for The MET High School through Allsteel, Inc. utilizing The Cooperative Purchasing Network Contract No. R4971.	\$81,093 \$164,626 (Bond Funds)
	Purchasing agreements, as authorized by Public Contract Code 20118, allow other governmental agencies, such as school districts to piggyback on awards while still satisfying the legally required	

competition for contracts. The District is able to piggyback on these two agreements and purchase panel systems and furniture directly from Allsteel, Inc.

Strategic Plan: Aligns with Pillar III by providing materials that support the educational program as well as aligning with organizational transformation.

YOUTH DEVELOPMENT SERVICES

SA12-00253
City of Sacramento,
Teen Services

8/15/11 – 6/30/12: City of Sacramento PASSAGE Program (Parents and Students Strengthening Abilities Generating Excellence) will develop, maintain and sustain programs that offer support services to John Still and Sam Brannan Middle Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students.

\$200,000
After School
Education and Safety
Funds

As a result of a Request for Proposal (RFP) process, the District and City will work collaboratively to coordinate and provide academic enrichment programs and recreational activities supporting the After School Education and Safety programs at John Still and Sam Brannan Middle Schools. This collaboration is designed to provide students the avenues to maintain and expand learning opportunities, promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children’s education, and provide safe, supervised, high quality after school care for students.

Strategic Plan: Supports Pillar I, Career and College Ready Students, by providing academic enrichment for students. Supports Pillar II, Family & Community Engagement, by engaging parents and collaborating with community organizations to support students in out-of-school learning time.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equipment	Ethel I. Baker Elementary Leonardo da Vinci K-8 Technology Services	None	Recycle
Audio/Visual Equipment	Ethel I. Baker Elementary	None	Recycle
Cafeteria Equipment (Kitchen)	Rosemont High	\$300	Salvage (Interschola)
Grounds Equipment (Two Lawn Mowers)	Facilities/Grounds Keeping	\$1,500 each	Salvage (Interschola)



R12-0336S

Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
CONTRACT NOTIFICATION
****MANDATORY****

CONTRACT NUMBER:	1-09-71-52
DESCRIPTION:	Open Office Panel Systems
CONTRACTOR(S):	Allsteel Inc.
CONTRACT TERM:	09/23/2009 through 09/22/2013
STATE CONTRACT ADMINISTRATOR:	Timothy Smith (916) 375-4451 timothy.smith@dgs.ca.gov

Timothy Smith
for: 
Timothy Smith, Contract Administrator

11/19/2009
Date: _____

Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions

1. SCOPE

The State's contract with Allsteel, Inc. provides the F.O.B. destination delivery of free-standing open office panel systems (OOPS) by categorized as follows:

Category (1) New OOPS Projects including: Allsteel Model: Consensys (monolithic) OOPS and Model: Terrace DNA (tile and frame) OOPS, panel system configurations, to be furnished and assembled in place.

Category (2) Matching and Inter-member: including parts and pieces, (i.e. workstations, misc. panels, components, accessories, and hardware) for both Allsteel models listed above.

The contractor shall supply the entire portfolio of products as identified in the contract at contracted pricing on a discount off manufacturer's list price basis for each category to the State of California and local government agencies in accordance with the requirements of Contract # 1-09-71-52. Allsteel, Inc shall be the primary point of contact for data collection, reporting, and distribution of OOPS to the State of California.

Excluded Activities

The following excluded activities shall not be considered part of the scope of work of this contract:

- This contract shall not call for or authorize the furnishing or assembly of any OOPS or components requiring "seismic" bracing under the California 2001 Building Code. Excluded activities including; bolting, securing, mounting, affixing, or un-bolting, un-securing, or un-mounting, un-affixing of the open office panel systems or components to the floor, ceiling, walls, and/or reality, and shall not be performed by the contractor.
- All related services for the matching and inter-member of existing State-owned panel systems (including but not limited to; reconfiguration, re-location, electrical "hard wire" connections to the panel systems or other moving services, etc.) shall not be performed by the contractor.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for all State of California departments. Ordering departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and 3, as applicable.
- Prior to placing orders against this contract, departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS/PD) for the use of this statewide contract. The department's current purchasing authority number must be entered in the appropriate location on each purchase document. Departments that have not been granted purchasing authority by DGS/PD for the use of the State's statewide contracts may access the Purchasing Authority Application at <http://www.pd.dgs.ca.gov/deleg/pamanual.htm> or may contact DGS/PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is allowed.

**Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions**

- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges", empowered to expend public funds for the acquisition of products, per Public Contract Code Chapter 2, Paragraph 10298 (a) (b). While the State makes this contract available to local governmental agencies, each local governmental agency should determine whether this contract is consistent with its procurement policies and regulations.
- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
- Local governmental agencies must have a DGS agency billing code prior to placing orders against this contract. DGS agency billing codes may be obtained by emailing the DGS billing code contact with the following information:

- Local governmental agency
- Contact name
- Telephone number
- Mailing address
- Facsimile number and e-mail address

DGS Billing Code Contacts: Marilyn.ehert@dgs.ca.gov or Wilson.lee@dgs.ca.gov

C. Unless otherwise specified within this document, the term "ordering agencies" will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

The DGS will bill each ordering agency an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

For current fees, click on "DGS Price Book" at: <http://www.ofs.dgs.ca.gov/Price+Book/P/Purchasing.htm>.

4. CONTRACT ADMINISTRATION

Both the State and the contractor have assigned contract administrators as the single points of contact for problem resolution and related contract issues. Contact Allsteel's subcontractor, Keller Group.

Administrator Information	DGS/PD (State Contract Administrator)	Allsteel Inc. (Contractor)
Contact Name:	Timothy Smith	Pete Goddard (Keller Group)
Telephone:	(916) 375-4451	(916) 737-3300
Facsimile:	(916) 375-4613	(916) 737-3305
Email:	timothy.smith@dgs.ca.gov	goddard@kelleroffice.com
Address:	DGS/Procurement Division Attn: Timothy Smith 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	Keller Group Attn: Pete Goddard 3041 65 th Street, Suite #3 Sacramento, Ca. 95820

Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or contractors shall inform the State Contract Administrator, identified in Article 4, of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc.

For contractor performance issues, ordering agencies must submit a completed Supplier Performance Report via email or facsimile to the State Contract Administrator identified in Article 4. The ordering agency should include all relevant information and/or documentation (i.e. Purchase documents).

When any standard product under this contract is delivered damaged and/or incorrect product is shipped for the project on the purchase order, it shall be the responsibility of the contractor to "repair or replace" the damaged or incorrect product within ten (10) business days at the end user's and customer's discretion.

6. CONTRACT ITEMS

All available product category line items are identified by model/part number and divided by product category as described below for Allsteel's model Consensys (Monolithic OOPS configuration) and Terrace DNA (Tile and Frame OOPS configuration). The contract pricing is on a discount off manufacturer's list price basis, per pricing and product description contained in Allsteel's Price List 2008 for Consensys (eff. 09/28/08) and Terrace DNA (eff. 11/17/08), respectively.

Category (1) New OOPS Projects: To be delivered and assembled in place, and all related services as specified in the contract (See also Shipped Orders in Article 18).

Category (2) Match and Inter-member: Components and accessories, etc.

Product Category	Discount off Manufacturer's List Price
1. New OOPS Projects a. Consensys (Monolithic) b. Terrace DNA (Tile and Frame)	76.1%
2. Matching and Inter-member a. Components and Accessories, etc. for both Consensys and Terrace DNA	79.8%

Note: Category (2) Match and Inter-member does not include any related services (See Excluded Activities in Article 1).

7. SPECIFICATIONS

All products delivered as part of this contract must conform to the State of California business, technical and environmental requirements as specified in the contract.

Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions

8. PURCHASE EXECUTION

A. State Departments

1) Purchase Documents

State departments must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site: <http://www.dgs.ca.gov/osp> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price

2) American Recovery and Reinvestment Act (ARRA) - Supplemental Terms and Conditions

Ordering departments executing purchases using ARRA funding must attach the ARRA Supplemental Terms and Conditions document to their individual purchase documents. Departments are reminded that these terms and conditions supplement, but do not replace, standard State terms and conditions associated with this leveraged procurement agreement.

- ARRA Supplemental Terms and Conditions

Note: Additional information regarding ARRA is available on the Department of General Services broadcast dated 08/10/09, titled Supplemental Terms and Conditions for Contracts Funded by the American Recovery and Reinvestment Act.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed in Article 8 (1), (Exception: Purchasing Authority Number is used by State departments only).

C. Documentation

All ordering agencies will submit a copy of executed purchase documents to:

DGS - Procurement Division (IMS# Z-1)
Attn: Data Entry Unit
707 Third Street, 2nd Floor, MS 2-212
West Sacramento, CA 95605-2811

Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions

9. ORDERING PROCEDURE

A. State Ordering Agencies:

State ordering agencies shall submit a Purchasing Authority Purchase Order, Std. 65 form, (PAPO, hereafter), directly to the DGS / Real Estate Services Division (DGS/RESD) for review and approval. DGS/RESD shall forward "approved" PAPOs to the contractor for processing.

Acceptance by the contractor of a PAPO that includes a schedule for project completion shall be a binding project schedule, as the contractor shall acknowledge receipt that includes such schedule(s). The acknowledgement shall be processed and forwarded to the DGS/RESD or local agency, whichever applies, within five (5) business days.

PAPOs shall reflect the government discount on the order total, not for each line item. PAPOs shall indicate; terms of payment, delivery time, and unit prices. Only items listed in the contract shall be listed on the purchase order(s) and shall reference the OOPS Contract # 1-09-71-72.

Please Note:

Some departments request a written delegation from DGS/RESD for approval, [i.e. EDD & DMV for their OOPS project orders]. The DGS/RESD reviews all departments' OOPS orders including; plans, specifications, and approves PAPOs and invoices for all OOPS projects. Therefore, if DGS/RESD grants the department a written delegation, then the department must attach a copy of the letter granting the written delegation from DGS/RESD with the PAPO.

If DGS/RESD has provided a written delegation, the PAPOs will be submitted directly to the Contractor. State departments must make a request written delegation to DGS/RESD for OOPS new projects on a per project basis.

B. Local Governmental Agencies:

Local governmental agencies shall submit a local agency purchase order directly to the Contractor. Local agency purchase orders shall reflect the government discount on the order total, not for each line item. Local agency purchase orders shall indicate; terms of payment, delivery time, and unit prices. Only items listed in the contract shall be listed on the purchase order(s) and shall reference the OOPS Contract # 1-09-71-72.

Acceptance by the contractor of a local agency purchase order that includes a schedule for project completion shall be a binding project schedule, as the contractor shall acknowledge receipt that includes such schedule(s). The acknowledgement shall be processed and forwarded to local agency, whichever applies, within five (5) business days.

C. Ordering Methods:

Ordering agencies shall submit appropriate purchase documents via the following ordering methods:

- U.S. Mail
- Facsimile
- Email

Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions

The contractor's Order Placement Information for Allsteel's subcontractor Keller Group is as follows:

ORDER PLACEMENT INFORMATION		
U.S. Mail	Facsimile	Email
Keller Group Attn: Pete Goddard 3041 65 th Street, Suite #3 Sacramento, Ca. 95820	(916) 737-3305	goddard@kellerooffice.com

Note: When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

10. MINIMUM ORDER

The minimum order for this contract shall be one (1) panel or hang-on component.

11. ORDER CONFIRMATION

The contractor will provide the ordering agencies with an order receipt confirmation containing a unique order number either via e-mail or facsimile within 48 hours of receipt of order.

The order confirmation will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Purchase Order Total Cost
- Delivery Completion Date

The Contractor shall send DGS/RESD or the State department or the local governmental agency a receipt of the order confirmation within one (1) business day after receipt of order (ARO). The Contractor shall send DGS/RESD, the State department, or the local governmental agency a schedule showing the manufacturing and delivery time/schedule within five (5) to ten (10) business days after submittal of the order confirmation.

Any concerns regarding Order Confirmation should be immediately brought to the contractor's attention.

12. ORDER TRACKING

It shall be the responsibility of the contractor to track all orders. The contractor must provide a website wherein DGS/RESD may obtain current order status and shipping information, DGS/RESD will provide the contractor with the authorized State employee(s) name(s) for obtaining a password in order to access the contractor's website to obtain the project / product order status and shipping information.

1. The toll-free telephone number to be used by ordering agencies for tracking project / product orders is (866) 782-7322.
2. Requests for order status/tracking/shipping information shall be accepted between the hours of 8:00 AM and 5:00 PM PST, Monday through Friday.

Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions

13. PROJECT TRACKING NUMBERS

All correspondence on given project will contain the State's or DGS/RESD's project number. This includes correspondence from both the contractor and the State. The State will not be responsible for using the contractor's project tracking numbers.

14. DELIVERY

Deliveries of goods are to be made statewide to the location as specified on the purchase order, which may include, but not limited to, inside buildings, high-rise office buildings, receiving docks, and/or other staging area(s). Delivery shall be completed within sixty (60) calendar days after receipt of order (ARO) for purchase orders of up to 100 workstations. Five (5) calendar days may be added for each additional 50 workstations over and above the original one-hundred (100) ordered.

Normally, delivery and assembly in place can be made at most governmental locations Monday through Friday between 8:00 a.m. to 5:00 p.m. If this not possible, the contractor shall be paid after hour rates for the assembly of the delivered goods, not to exceed the usual and customary overtime expenses for the area in which the goods are being delivered. Off-hour delivery and assembly during weekends, evenings, and holidays may be required and must be stipulated as such in the purchase order. The contractor is requested to make deliveries of these goods during the "off-peak" hours in the following greater metropolitan area(s); City of San Francisco and Bay Area, City of Sacramento, City of Los Angeles and L.A. County, Orange County, City of San Ana, City of San Bernardino, and City of San Diego. Off-peak hours are typically considered 10:00 a.m. to 4:00 p.m., and/or may vary according to local municipal codes and ordinances.

15. EMERGENCY/EXPEDITED ORDERS

The contractor shall provide a quick shipment delivery option. The panel systems shall be delivered "to the site" within ten (10) business days ARO. The State's intention is to keep and/or to request this delivery option to a minimum. The cost for this option shall be based on percentage of the entire order. Therefore, the government discount (i.e. 76.1% for Category (1) New OOPS Projects) shall be reduced by 2.5%. This reduction of the discount will be reflected on the purchase order.

16. FREE ON BOARD (F.O.B.) DESTINATION

All prices are F.O.B. destination delivery of free-standing open office panel systems (OOPS), monolithic, and tile and frame to be furnished and assembled in place. Freight prepaid by the contractor, to the ordering organization's receiving point. Responsibility and liability for loss or damage for all orders will remain with the contractor until final inspection and acceptance, when all responsibility will pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

17. SHIPPED ORDERS

All shipments must comply with General Provisions (rev 4/12/2007), Paragraph 12 entitled "Packing and Shipment". The General Provisions are available at:
<http://www.documents.dgs.ca.gov/pd/modellang/GPnonIT0407.pdf>.

All components must be set in place, completely assembled and functional at point of use, per the State approved and contractor supplied assembly drawings. A project may encompass multiple rooms, floors, and/or areas, etc. These areas shall be ready and available to receive product at the start of the project as the product will be staged in the area in which it will be assembled. If double handling of the delivered goods is required, this cost may be billed to the requesting department.

Contract (Mandatory) 1-09-71-52
Contract Notification and User Instructions

If the contractor is unable to assemble the delivered goods, within the timeframe(s) allowed in this contract or set forth in the purchase order, by using their own personnel, then the contractor may subcontract with local personnel service to complete the work at no additional cost to the State. However, the contractor shall be fully responsible and liable for any subcontractor or subtracted assembly operations and/or performance under the contract.

Furthermore, the contractor shall be fully responsible that any assembly team either their own personnel and/or any subcontractor's personnel must be supervised by an authorized furniture manufacturer / dealership Team leader(s) with the full faith and support of the furniture manufacturer / dealership with sufficient experience and trained personnel to accommodate a contract of this magnitude.

All cartons, packaging materials, dunnage, etc. are to be removed from the job site by the contractor.

18. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. The invoices must use the contractor's invoice that includes at a minimum name, address and telephone number. The contractor will also issue invoices identifying, at a minimum, the components listed below:

- State's contract number
- Agency purchase order number
- Agency billing code
- Purchasing agency - delivery address of the order
- Product(s) description
- Manufacturer's product(s) number(s)
- Price(s) per unit(s) and extended price
- Quantities of merchandise issued
- Date ordered
- Date delivered
- Listing of returns or back ordered items
- Prompt payment discounts/Cash discounts, if applicable shall be clearly indicated on each invoice written statement. (Sample: "Prompt Payment Discount 1% 20 days"); credits, amount due each agency; totals for each order. Each invoice shall have a total for all orders, a total for all other discounts shall be applied at the subtotal level as applicable. This would include volume discount, if applicable.

19. PAYMENT

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

20. PAYEE DATA RECORD

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments should contact the contractor for copies of the Payee Data Record.

**Contract (Mandatory) 1-09-71-52
 Contract Notification and User Instructions**

21. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the contractor(s) is listed below. State departments can verify that permits are currently valid at the following website: www.boe.ca.gov. State departments must adhere to the file documentation required identified in the State Contract Manual Volume 2 and Volume 3, as applicable.

Contractor Name	Seller Permit #
Allsteel Inc.	30-000602

22. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Required Recycled Content Worksheet for the contractor is attached (Attachment C).

23. SMALL BUSINESS/DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

The small business (SB) and disabled veteran business enterprise (DVBE) certifications and percentages for the contractor(s) and subcontractor(s) are listed below. State departments can verify that the certifications are currently valid at the following website: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

Prime Contractor	Subcontractor	OSDS Certification #	SB Percent (%)	DVBE Percent (%)
Allsteel, Inc.	Keller Group	57380	25	0

State departments shall confirm with the contractor the exact percentage amount of SB participation for each individual order.

24. ATTACHMENTS

- Attachment A – Allsteel Price List 2008 (Consensus, eff. 09.28.08)
- Attachment B – Allsteel Price List 2008 (Terrace DNA, eff. 11.17.08)
- Attachment C – Required Recycled Content Worksheet(s)

R12-03365



February 22, 2011

Allsteel, Inc.
ATTN: Mr. Michael Murphy,
Vice President, Sales Operations
2210 Second Avenue
Muscatine, IA 52761

Re: Renewal Award of TCPN Annual Contract # R4971

Dear Mr. Murphy:

The Cooperative Purchasing Network (TCPN) would like to announce that Allsteel, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to TCPN on March 18, 2010, and subsequent performance thereafter:

Contract

Furniture, Office & Instructional

The contract will expire on April 30, 2012, completing the second year of a possible five-year term of contract. **If your company is not in agreement, please contact TCPN immediately.**

The partnership between Allsteel, Inc. and TCPN can be of great help to participating agencies. Please provide copies of this letter to your sales representatives to assist in their work.

If you have any questions or concerns, please feel free to contact Matthew Mackel at the TCPN office at 713-744-6349.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Wickel", is written over a dotted grid background.

Jason Wickel
TCPN Director

7145 West Tidwell Road • Houston, Texas 77092
888.884.7695 • Fax 800.458.0099 • www.TCPN.org



AGREEMENT FOR SERVICES**Between**

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
FACE: Youth Development Support Services Department
Youth Engagement Services

And**City of Sacramento, Teen Services**

The Sacramento City Unified School District ("District") and the **City of Sacramento, PASSAGE Program** collectively hereinafter referred to as "the Parties" hereby enter into this Agreement for program services ("Agreement") effective on August 15th, 2011 ("Effective Date") with respect to the following recitals:

RECITALS

WHEREAS, the District desires to engage City of Sacramento, PASSAGE Program to develop, maintain and sustain programs that offer support services to John Still and Sam Brannan Middle Schools during the critical after school hours to improve the quality of life for families, enhance literacy opportunities and improve academic performance and attendance for the students; and

WHEREAS, District and Program will work collaboratively to develop, support, coordinate, and provide academic enrichment programs and recreational activities supporting the After School Education and Safety (ASES) after school programs at John Still Middle and Sam Brannan Middle Schools during the school year. This collaboration is designed to provide students avenues to maintain and expand learning opportunities, and promote academic achievement, assist children and adults from low-income families to achieve challenging State content standards, provide opportunities for parents to actively participate in their children's education, provide safe, supervised, and high-quality after school care for students, and deter, tobacco, alcohol and other drug use.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

A. Roles and Responsibilities.

- i. City of Sacramento, Teen Services PASSAGE Program shall adhere to scope of services outlined in Attachment A for designated schools:
- ii. District shall adhere to scope of service outlined in Attachment A. District shall provide funding pursuant to Paragraph B, below. District shall provide and coordinate space and location of all District-sponsored ASES professional development, meetings, and trainings. District shall coordinate the convening of all contractors to facilitate program planning and modifications.

B. Payment. For provision of services pursuant to this Agreement, District shall pay City of Sacramento, PASSAGE Program \$200,000, to be made in installments upon receipt of properly submitted invoices. The final installment shall not be invoiced by PASSAGES Program or due until completion of all obligations pursuant to this Agreement. For provisions of services

pursuant to this Agreement, PASSAGE Program shall provide documentation of \$30,000 in-kind match to the District.

C. Independent Contractor. While engaged in providing the services provided in this Agreement and otherwise performing as set forth in this Agreement, City of Sacramento, Teen Services PASSAGE Program, and each of City of Sacramento, Teen Services PASSAGE Program employees, is an independent contractor, and not an officer, employee, agent, partner, or joint venturer of the District.

D. Insurance and Indemnity Requirements. The DISTRICT and CITY agree that the provisions of City Agreement 2001-050, dated May 31, 2001, the Memorandum of Understanding between the City of Sacramento and the Schools Insurance Authority regarding Hold Harmless and Indemnity Provisions, and any subsequent revisions to that Memorandum of Understanding, shall govern this Agreement and are incorporated into this Agreement by reference. Agreement 2001-050 is attached for reference

E. Fingerprinting Requirements. District has determined that services performed under this Agreement will result in contact with students. City of Sacramento, PASSAGE Program shall obtain fingerprinting and TB clearance for all employees before services can begin. City of Sacramento, PASSAGE Program will provide a list to the District of all employees cleared by the DOJ who will provide services under this Agreement. Failure to provide such written certification within thirty days of execution of this Agreement or before services begin, whichever occurs first, will result in immediate termination.

F. Period of Agreement. The term of this Agreement shall be from August 15, 2011, through June 30, 2012. Either Party may terminate this Agreement without cause and without incurring further financial obligation with a delivery of a written notice at least thirty (30) days in advance to the other Party at the address below:

If to: City of Sacramento, Teen Services PASSAGE Program
c/o Kim Mohler
Recreation Superintendent
City of Sacramento Department of Parks and Recreation
5699 S. Land Park Drive
Sacramento, CA 95822
(916) 808-8378

If to: Sacramento City Unified School District
c/o Youth Engagement Services
Serna Center
5735 47th Avenue, Box 767
Sacramento, CA 95824
916-643-7992

G. Severability. If any provisions of this Agreement are held to be contrary to law by final legislative act or a court of competent jurisdiction inclusive of appeals, if any, such provisions will not be deemed valid and subsisting except to the extent permitted by law, but all other provisions will continue in full force and effect.

H. Applicable Law/Venue. This Agreement shall be governed by and construed in

accordance with the laws of the State of California. If any action is instituted to enforce or interpret this Agreement, venue shall only be in the appropriate state or federal court having venue over matters arising in Sacramento County, California, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.

I. Assignment. This Agreement is made by and between City of Sacramento, Teen Services PASSAGE Program and the District and any attempted assignment by them, their successors or assigns shall be void unless approved in writing by all parties.

J. Entire Agreement. This Agreement constitutes the entire agreement between CITY OF SACRAMENTO, TEEN SERVICES PASSAGE PROGRAM and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever with respect to the same subject matter unless expressly included in this Agreement. The parties hereby waive the presumption that any ambiguities in a contract are read against the drafter of same. The parties further agree and represent that each of them are the drafters of every part of this Agreement.

K. Amendments. The terms of this Agreement shall not be amended in any manner except by written agreement signed by the parties.

L. Execution In Counterparts. This Agreement may be executed in counterparts such that the signatures of the parties may appear on separate signature pages. Facsimile or photocopy signatures shall be deemed original signatures for all purposes.

M. Authority. Each party represents that they have the authority to enter into this Agreement and that the undersigned are authorized to execute this Agreement.

N. Approval/Ratification by Board of Education. This Agreement shall be subject to approval/ratification by the District's Board of Education.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate.

DISTRICT:

By: _____ Date _____
Patricia Hagemeyer
Chief Business Officer
Sacramento City Unified School District

CITY OF SACRAMENTO, TEEN SERVICES PASSAGES PROGRAM:

By: _____ Date _____
Authorized Signature

Print Name: _____

Title: _____

30 10/24/11

ASES: Sacramento City USD and City of Sacramento, PASSAGE Program
Scope of Services: August 15, 2011 to June 30, 2012
Attachment A*

DISTRICT shall:

1. Provide evaluation and/or survey of projects as required.
2. Recognize City of Sacramento, Teen Services PASSAGE Program in all sponsored events and on brochures, flyers, and promotional material, as appropriate.
3. Provide a district after school liaison for each school that will provide the support and guidance needed to operate the after school program.
4. Meet monthly with the site coordinator of City of Sacramento, Teen Services PASSAGE Program to identify program needs, successes, and assistance needed.
5. Designate a school staff contact person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
6. Help recruit program staff among school site staff and parents.
7. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
8. Help recruit students into the Program and provide the Program access to parents of participating students.
9. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
10. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials at no charge to the City.
11. Provide after school snack consistent with requirements of USDA.
12. Help coordinate custodial and storage needs of the Program at no charge to the City.
13. Meet monthly with the District contact person, City of Sacramento, Teen Services PASSAGE Program site liaison and site administrator to identify program needs, successes, and assistance needed.
14. Provide teachers to deliver after school tutoring the first hour of the program for a minimum of 10 hours per week.
15. Provide afterschool program staff with computer and telephone access.

CITY OF SACRAMENTO, TEEN SERVICES PASSAGE PROGRAM shall:

1. Provide a comprehensive after school academic, enrichment and recreation program to include at least one hour of homework and tutoring assistance daily (includes all instructional days) from school dismissal until 6:00 PM at designated schools. Program elements shall also include other educational and enrichment/recreational and violence and alcohol tobacco and other drug education and prevention activities.
2. Will work closely with school sites and District to keep student enrollment and daily attendance as close to and within the agreed upon parameter as outlined in the grant award. Student days of attendance will be monitored by City of Sacramento, Teen Services PASSAGE Program and adjustments made to ensure that the program maximizes all funding reimbursements not exceeding available funding.
3. City of Sacramento, Teen Services PASSAGE Program will work collaboratively with the District and the school to create a comprehensive program plan for the after school program. The plan will be shared out with stakeholders.
4. City of Sacramento, Teen Services PASSAGE Program will provide an End of Year report on status of all outcomes and objectives.
5. Maintain and provide to the District monthly attendance and program activities records.
6. City of Sacramento, Teen Services PASSAGE Program shall maintain at least 85% of targeted attendance for each school site.
7. Comply with requirements of the USDA related to administration and operation of after school snack and other District-sponsored nutrition programs.
8. City of Sacramento, Teen Services PASSAGE Program will supply the staff, materials, supervision, and volunteer recruitment for designated school sites
9. Develop special activities or field trips for the sites individually and collectively. The City of Sacramento, Teen Services PASSAGE Program shall obtain prior parental permission for students' participation in District sponsored field trips and excursions, and obtain prior permission from the school site principal or designee.
10. Attend and provide monthly reports at the Youth Engagement Advisory Board and/or other designated meetings and monthly site coordinators meetings, as well as other planning meetings as necessary.

11. Work collaboratively with the other outside service providers contracted by the District to provide after school services at school sites.
12. Communicate progress of project/partnership development on a timely and consistent manner to the District
13. Communicate new partnership opportunities with the District.
14. Advertise, when possible, project/partnership in newspaper, events, press releases, etc, with the prior approval of the District.
15. Provide a site coordinator and sufficient staffing to maintain a 20:1 student/staff ratio.
16. Utilize a Self-Assessment Tool for After School programs as the monitoring and evaluation device on a monthly basis.
17. Provide annually in-kind support and direct services totaling approximately \$30,000, such financial support to be itemized and reported monthly to the District.
18. Meet monthly with the site coordinator and District contact person to identify program needs, successes, and assistance needed.
19. Act as liaison with parents in supporting the Family Literacy component
20. Accommodate John Still Elementary students and families by providing a transitional age after school program. The program will work in collaboration with the elementary school, the District, and all other partners involved.

School Site shall:

1. Designate a school staff person to work directly with the site coordinator for program planning, staff hiring assistance and to address any implementation issues.
2. Help recruit program staff among school site staff and parents.
3. Help train program staff and volunteers on school procedures and educational/curriculum materials being used at the school that should be integrated into the Program.
4. Help recruit students into the Program and provide the Program access to parents of participating students.
5. Help provide parents/student forums for the Program to obtain feedback on what is working and what new services/program elements need to be added/modified.
6. Provide space for the program to operate, including office space for the site coordinator, classroom space for classes and activities, and storage space for program supplies/materials.
7. Help coordinate custodial and storage needs of the Program.
8. Meet monthly or as needed with the site coordinator, district liaison, site liaison and site administrator to identify program needs, successes, and assistance needed.
9. Provide data information back to SCUSD for reporting to California Department of Education on student progress within the ASES after school program.
10. Provide computer and telephone access to PASSAGE staff.
11. Provide teachers to lead tutoring and academic assistance for one hour after school each day school is in session for a minimum 10 teacher hours per week.