



Fresno Unified
School District

Achieving our Greatest Potential!

FUSD Purchasing Department

How to do business: Vendor Guide



Purchasing Department
4498 N. Brawley
Fresno, CA 93722
P: 559-457-3588

FUSD PURCHASING DEPARTMENT MISSION STATEMENT

We will:

- make all purchasing decisions based on what is in the best interest of the students;
- ensure that all purchases are made in a visibly fair, open, and ethical manner consistent with the law and rulings of the courts;
- help the schools reach their academic goals by procuring quality goods and services in a timely and efficient manner;
- utilize best practice procurement methods to ensure that the district meets its financial responsibilities to the public by leveraging the district's buying power; and
- Provide guidance and training related to the district's purchasing policies and procedures.

ABOUT FRESNO UNIFIED SCHOOL DISTRICT

- Third Largest School District in the state of California
- 74,155 students
- 3,200 preschool students
- 7,681 students receive special education
- 16,180 English
- 10,552 total employees
- 66 Elementary Schools
- 15 Middle Schools
- 9 High Schools
- 4 Alternative Schools
- 3 Special Education Schools
- 1 Adult school

HOW WE PURCHASE

The District's procurement process is outlined in three basic steps:

1. The school or department identified a need and submits a requisition to Purchasing Department.
2. The Purchasing Department then identifies sources of supply and determines the price to be paid. This is done by facsimile or verbal quotes, requests for proposals, requests for qualifications, and formal bids.
3. The Purchasing Department generates and provides a purchase order to the selected vendor.

Please note that acquisitions of goods and services are not authorized unless accompanied by a Purchase Order.

The Purchasing Process

The procurement of supplies, materials, equipment and services are centralized (authorized) in the Purchasing Department under the Executive Director of Purchasing. FUSD also utilizes a centralized warehouse for receiving of most supplies and equipment; the purchase order will list where vendors are to deliver requested supplies and equipment. Generally, commodities are procured by using an informal or formal bid process. Informal bids refer to facsimile or verbal quotes which are submitted for purchases below the formal bid threshold. Formal bids are quotes/proposals received using a process of competitive sealed bid.

Formal Bid Thresholds

The Purchasing Department will utilize a formal bid process for purchases which exceed the thresholds below. This process shall include advertisement of bid, submittal of competitive sealed bids, public reading of bids, and award to the lowest responsive and responsible bidder.

- **Public Works** \$200,000 or more. (Public Contract Code [20111](#)) Public works project includes construction, reconstruction, erection, alteration, renovation, improvement painting, repainting, demolition and repair work involving a district owned, leased or operated facility. (Public Contract Code [22032](#))
- **Goods and Services** Competitive bids shall be sought through advertisement for contracts exceeding Annual Adjustment to Bid Threshold for the following: (Public Contract Code [20111](#))
 1. The purchase, rent or lease of equipment, material or supplies
 2. Services, not including construction services, financial, economic, accounting, engineering, legal, and insurance services. (*Exemptions do not apply to Federally Funded contracts.*)
 3. Repairs, including maintenance that is not a public project.
 4. For any transportation service expenditure of more than \$10,000 the district may contract to other than the lowest bidder. (Education Code [39801.5](#))

Bidding and Award Information

The following documents may be accessed from [FUSD Purchasing Department's Home Page](#):

- **Bidders List**- Vendors interested in participating in the bidding process for goods and services shall register their company on Procureware, the District's online procurement portal. This database will be used as a tool to assist Purchasing Staff with identifying sources of supply and services.
- **Bid Opportunities**- Vendors are encouraged to register on Procureware, the District's online bidding portal. The link may be accessed by navigating to the Purchasing Department website and clicking on "Bid Information." Notice of bid opportunities are also advertised in the Fresno Bee. Bid tabulations and award notices may be viewed from this portal as well.
- **Term Price Agreement**- When advantageous to the District, the Purchasing Department will establish fixed pricing over a specified period of time to procure goods and services for multiple ordering on an as needed basis. A list of goods and service agreements established by the Purchasing Department may be viewed from this list.

HOW TO GET ON FUSD'S BIDDERS LIST

One of the most important things you can do as a vendor desiring to supply goods or services to Fresno Unified School District is to register your company on Procureware, the District's online procurement portal.

VENDOR INFO / APPLICATION

Before a purchase order can be issued, new vendors must complete both a Vendor Application Form and a new W-9 Form and send them to the Purchasing Department at 4498 N. Brawley Ave., Fresno, CA 93722. This information is needed to enable us to establish a vendor record in our computer system and for IRS 1099 reporting purposes. A copy of these forms may be obtained from our Purchasing website or by calling the Purchasing Department at (559) 457-3588.

Additional documents will be required for all services such as; independent contractors, caterers, rental companies etc.

- \$2,000,000 Certificate of liability listing Fresno Unified School District as additional insured and endorsements (higher limits may be required for larger projects)
- Workers Compensation (if applicable)
- Licenses/Certificates and/or Permits: documentation pertaining to your service
- For contractors working directly with students; fingerprint clearance will be required

ACCOUNTS PAYABLE TERMS / PAYMENTS

Vendors are required to submit invoices and reference purchase order numbers on all requests for payment. All statements must reference valid FUSD purchase order numbers. Invoices must be emailed to: invoices@fresnounified.org with Vendor name and PO Number as the subject line. An itemized invoice containing quantity, unit price, shipping charge, sales tax, and extended total must be received for each issued purchase order number. Payment for partial shipments shall not be made unless arranged in advance. Orders must be received in full before payment shall be made.

DELIVERIES

Deliveries must be made to our centralized warehouse for receiving, unless otherwise noted on the Purchase Order.

FUSD Warehouse is located at 4498 N. Brawley, Fresno, CA 93722

Deliveries are accepted until 3:00pm Monday-Friday

Large shipments must be scheduled by calling 559-457-3030

STANDARD TERMS AND CONDITIONS

- 1) NO GOODS WILL BE RECEIVED BETWEEN 12:00 AND 12:30 PM OR AFTER 3:00 P.M. M-F OR ON SATURDAYS, SUNDAYS OR HOLIDAYS.
- 2) IF MERCHANDISE CANNOT BE DELIVERED BY DATE SHOWN OR IF UNABLE TO FILL ORDER EXACTLY AS SHOWN CONTACT BUYER FOR INSTRUCTIONS. DO NOT SUBSTITUTE
- 3) THE P.O. NUMBER MUST APPEAR ON ALL INVOICES, CORRESPONDENCE AND PACKAGES.
- 4) TAXES: The Fresno Unified School District is exempt from all federal excise taxes. Federal exemption certificates will be furnished when applicable. The Fresno Unified School District does pay a state & local sales tax; however, California use tax will be paid to out of state vendors only when their permit number is shown on both their bid and invoices.
- 5) TRANSPORTATION CHARGES: It is understood that the seller agrees to deliver all items on this order PREPAID AND FOB: DESTINATION unless otherwise specified. All costs for delivery, drayage or freight, or for the packaging of said articles, are to be borne by the seller unless otherwise stated. All containers, drums, carboys, etc., to be returned, must be shipped on at no charge or consignment basis.
- 6) LIQUIDATED DAMAGES: In case of contract default by seller, the Fresno Unified School District may procure the articles or services from other sources and may deduct the excess costs from any unpaid balance due the seller or may collect against the bond or security, or from the surety. Liquidated damages shall be based on the following: (1) actual cost to the district between the price or prices bid and the price or prices paid by the school district on the open market at the time such purchases are made and (2) actual cost of labor and materials involved by the district in changing the award from one vendor to another.
- 7) INSPECTIONS: All material furnished must be in conformity with the specifications and will be subject to inspection and approval of the Fresno Unified School District after delivery. The right is reserved to reject and return at the risk and expense of the seller such portion of any shipment which may be defective or fail to comply with specifications, without invalidating (at the option of the Executive Director of Purchasing) the remainder of the order. If rejected it will be held for disposition at expense and risk of the seller.
- 8) LIABILITIES: The contractor or seller must save, keep, bear harmless, and fully indemnify said Board of Education and any of their officers or agents from all damages, or claims for damages, costs or expenses in law or equity that may at any time arise or be set up for any infringement of the patent rights, copyright, or trademark of any persons in consequence of the use by said district or districts, or by any of their officers or agents, of articles to be supplied under this bid.
- 9) DELIVERIES: The seller will not be held liable for failure to make delivery because of strikes, conscription of property, government regulations, or acts of GOD. Whenever the seller claims the delay is due to any of the above-named causes, he shall request within five days of the delay an extension of time from the Board of Education. Such a request must be in writing and must be described in detail the cause for the delay. If the board finds that such cause or causes of delay exists, it shall grant the bidder an extension of time equal to the delay resulting from such cause or causes; or the board may rescind the contract in total or in partial.
- 10) SUBSTITUTIONS: All delivered good, services and charges must be in accordance with the bids or specifications upon which this order is placed. Do not substitute. The District reserves the right to cancel this order or adjust any claim thereunder if merchandise, delivery, services rendered, or charges submitted are not in accordance with the bids or specifications.
- 11) SAMPLES: Seller maybe required to submit samples. If samples are required, they must be submitted within the time specified after notification by the Executive Director of Purchasing. Samples must be furnished free of expense to the school district. All samples must be securely tagged, showing seller's name and bid number. Samples, if not destroyed by tests, shall be picked up by the seller not later than two (2) weeks after notification. Samples not picked up by the seller within two (2) week period become the property of the district and may be disposed of as the district sees fit.

- 12) **ASSIGNMENT OF CONTRACT:** The seller agrees not to assign, transfer, convey, sublet, or otherwise dispose of the items appearing on this Purchase Order, which he may be awarded, or any right accruing thereunder, title, or interest therein, funds to be received hereunder, or any power to execute the same without the consent in writing of the Executive Director of Purchasing. Notice is hereby given that the School District will not honor any assignment made by the seller unless the consent in writing, as indicated above, has been given.
- 13) **PAYMENT:** Unless specified in written contract or quote between district and vendor referenced on purchase order, it is the seller's responsibility to submit invoices directly to the Accounting Department rather than to the Purchasing or using department, and no invoice will be considered due for payment until received by the Accounting Department. Invoices against completed orders are processed at least once a month; therefore, it is the policy of the School District to take any and all discounts without regard to date of invoice. Partial payments will not be made against this Purchase Order unless agreed to by the Fresno Unified School District. Payment terms shall be net 30 days from receipt of invoice.
- 14) **SAFETY REGULATIONS:** All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety Code of the State of California.
- 15) **ANTI-DISCRIMINATION:** It is the policy of the Fresno Unified School District that in connection with all work performed under Construction on Purchasing Contracts there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, sex or religious creed; and therefore the contractor agrees to comply with all applicable Federal and California laws and Executive Orders pertaining to equal employment opportunities. In addition, the contractor agrees to require like compliance by all subcontractors employed on the work by him.
- 16) **DEFECTS OF MATERIALS AND WORKMANSHIP:** Seller/Contractor warrants that all articles furnished shall be free from defects of materials and workmanship, that all articles furnished shall be fit and sufficient for the purpose intended, and shall save, keep, bear harmless and fully indemnify the Buyer and any of its officers, employees or agents from all damages, or claims from damages, costs or expenses in law or equity that may arise from Buyer's normal use.
- 17) **PRICING:** When a discrepancy exists between the bid price and the order price, the bid price is the legally binding price.
- 18) **MATERIALS SAFETY DATA SHEETS (MSDS):** When applicable, Material Safety Data Sheets (MSDS) must be included with the order. If requested MSDS are not delivered with order, payment will be delayed pending receipt of sheets.
- 19) **PUBLIC WORKS LABOR CODE:** The Contractor hereby stipulates that it shall comply with the applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1-5 ("Public Works Labor Code Provision"), including, but not limited to, the payment of the general prevailing rates for public works projects of more than One Thousand Dollars (\$1,000) (1771), hiring of Apprentices (1777.5) and Working Hours (1813), and Payroll Records (1776).
- 20) **DIR REGISTRATION:** Contractors involved in a public works project as defined in Section 1720 of the Labor Code shall be registered with the Department of Industrial Relations pursuant to Labor Code 1725.5.

UNLESS EXCEPTIONS ARE FILED IN WRITING WITH THE EXECUTIVE DIRECTOR OF PURCHASING AND NOTED ON THE PURCHASE ORDER, SELLER AGREES TO ALL TERMS AND CONDITIONS HEREIN THE "STANDARD TERMS AND CONDITIONS" AND ALL BID INSTRUCTIONS AND CONDITIONS PROVIDED AT THE TIME OF BID.

VENDOR VISITATION AND SOLICITATIONS

The following information may be accessed from [FUSD Purchasing Department's Home Page](#):

- **Teacher & Student Contact**- Neither agents nor salespersons shall be permitted to discuss business propositions of any nature with teachers or students on the school premises while classes are in session. Representatives of textbook publishers and school furnishings supply houses, at times, may be exempted from this prohibition by authorization of the Superintendent (Administrative Regulation 3313.4).
- **School Site Visit**- the Executive Director of Purchasing must approve vendors prior to their visiting or contacting any school site. Vendors who intend to sell directly to students will not be approved. Vendors that have been approved by Purchasing must also obtain the Principal's permission prior to visiting a campus.
- **Catalogs**- the Purchasing department discourages the use of paper catalogs.
 - a) Creating quotes and requisitions using information from the vendor's web sites will ensure that schools/departments have current product numbers and pricing.
 - b) Catalogs received directly in the Purchasing Department or Mail Room will not be distributed to school sites; they will be recycled.

PURCHASING CONTACT INFORMATION

Ann Loorz, Executive Director of Purchasing
Ann.loorz@fresnounified.org

Toni Jorge, Business Operations Manager
Toni.jorge@fresnounified.org

Panhia Moua, Purchasing Coordinator
Panhia.moua@fresnounified.org

Teri Prieto, Department Office Supervisor
Teri.prieto@fresnounified.org

Angelina Orozco, Buyer III
Angelina.orozco@fresnounified.org

Edward Van Patten, Buyer III
Edward.vanpatten@fresnounified.org

Marisa Thibodeaux, Buyer III
Marisa.thibodeaux@fresnounified.org

Ashley Taylor, Buyer II
Ashley.taylor@fresnounified.org

David Her, Buyer II
David.her@fresnounified.org

Natalya Tsytsyna, Buyer II
Natalya.tsytsyna@fresnounified.org

Sarah Garcia, Buyer II
Sarah.garcia@fresnounified.org

Danny Yang, Buyer I
Danny.yang2@fresnounified.org

Lesly Gonzalez-Lopez, Buyer I
Lesly.gonzalezlopez@fresnounified.org