

State of California
MULTIPLE AWARD SCHEDULE
KYA Services, LLC

CMAS NUMBER:	4-19-78-0089B
CMAS TERM DATES:	1/23/2019 through 1/22/2024
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-5560P
BASE SCHEDULE HOLDER:	Sport Surfaces Distributing, Inc.

This CMAS provides for the purchase, warranty, and installation of sports flooring surfaces. (See page 2 for the labor categories applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

The services provided under this CMAS are only in support of the products covered by this CMAS.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.



BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **1/18/2019**

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CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Aacer
Brand-Act Global
Brand-Mats Inc.
Brand-Mondo
Brand-RB Rubber Products
Brand-Sport Surfaces Dist
Floor Cov-Hardwood
Floor Cov-Mats/Matting
Floor Cov-Rubber Sheeting/Tile
Floor Cov-Sport Flooring
Floor Cov-Synthetic Turf
Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

Only the following job titles are available within the scope of this CMAS:

Installer
Laborer

You may verify the following current information about the job titles available on this CMAS at the GSA eLibrary (using the base GSA schedule number identified below):

- Description of the functional requirements
- Minimum education and experience requirements
- Maximum pricing allowed (lower pricing acceptable)

Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-5560P (SPORT SURFACES DISTRIBUTING, INC.) with a GSA term of 1/23/2019 through 1/22/2024.

Replace "Sport Surfaces Distributing, Inc." with "KYA Services, LLC" where "Sport Surfaces Distributing, Inc." is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed, faxed, or emailed to the following:

KYA Services, LLC
1800 East McFadden Avenue
Santa Ana, CA 92705
Attn: Terri Bell

Fax: (714) 586-5526
E-mail: terri.bell@theygroup.com

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

Contact: John Anthony Leyds
Phone: (714) 659-6478
E-mail: tony.leyds@theygroup.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The California Department of Tax and Fee Administration's list is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

KYA Services, LLC's California Seller's Permit No. is 102369022. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

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PRICE DISCOUNTS

This CMAS contains significant price discounts off the manufacturer's list price. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

CMAS contractor personnel shall have the experience, education and expertise as delineated in the base contract.

DELIVERY

56-84 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.

State agencies (not local governments) must follow the instructions below whenever the weight of the purchase is 100-lbs or more and F.O.B. Destination, Freight Prepaid is not used.

All shipments will be made by ground transportation unless otherwise ordered on the purchase order.

Before placing order, contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the purchase order in the format shown below.

Shipping Instructions:

Supplier route via: _____
Carrier's telephone number: _____

Annotate bill(s) of lading as follows:

"Freight for account of State of California. Tender Number: _____ applies. State of California Purchase Order Number: _____ SHIP FREIGHT COLLECT." Estimated Freight charges: _____

If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

Shipping Instructions:

Supplier route via United Parcel Service (ground). State of California, Department of _____ UPS account number applies. State of California Purchase Order Number _____ SHIP COLLECT. Estimated UPS charges: _____

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

CMAS Contractor Note: Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the CMAS contractor.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Non-Information Technology Commodities:
\$100,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

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HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.a.spx, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is \$2,500.00.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

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3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

KYA Services, LLC is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises. See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

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SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESD) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

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NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

KYA Services, LLC's California Contractor's License number is 984827. This is a Class B, C10, C15 license that is valid through 6/30/2019.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.

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5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base GSA schedule for the specific percent of discount.

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

State Agencies not transacting in FISCAL, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

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3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

KYA Services, LLC does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of Legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS \$Mart State Financial Marketplace. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

KYA SERVICES, LLC

CMAS NO. 4-19-78-0089B

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NO. 4-19-78-0089B**

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

**Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY**

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922
TTY: 1-800-735-2929

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

Reporting Calendar Year: _____

Revision

CMAS Number: _____

Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact:

Q2 (Apr-Jun)

Name: _____

Q3 (Jul-Sep)

Phone Number: _____

Q4 (Oct-Dec)

E-mail: _____

Check Here if No New Orders for This Quarter

State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS – NON-IT COMMODITIES

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
 - a) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - b) **"Buyer"** means the State's authorized Contracting official.
 - c) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - d) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - e) **"Goods"** (commodities) means all types of tangible personal property, including but not limited to materials, supplies, and equipment (including computer equipment and telecommunications).
 - f) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
2. **CONTRACT FORMATION:** If this Contract results from a Contract Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.
3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.
4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.
5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.
6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.
7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**
 - a) Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
 - b) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.
 - a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - b) Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
9. **CMAS – ASSIGNMENT:** This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. For the purpose of this paragraph, State will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

Should the State desire financing of the assets provided hereunder through GS \$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS – NON-IT COMMODITIES

of the Contractor's invoice upon acceptance of the assets by the State.

- 10. WAIVER OF RIGHTS:** Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
- 11. CMAS – ORDER OF PRECEDENCE:** In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:
- a) these General Provisions – Non-IT Commodities;
 - b) Contract form, i.e., Purchase Order STD 65, etc., and any amendments thereto;
 - c) federal GSA (or other multiple award) terms and conditions;
 - d) Statement of Work, including any specifications incorporated by reference herein;
 - e) special terms and conditions; and
 - f) all other attachments incorporated in the Contract by reference.
- 12. PACKING AND SHIPMENT:**
- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and
 - ii) the number of the container in which the packing sheet has been enclosed.
 - b) All shipments by Contractor or its subContractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
 - c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.
- 13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.
- a) Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
 - b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
 - c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
- 14. TIME IS OF THE ESSENCE:** Time is of the essence in this Contract.
- 15. DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Goods, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.
- 16. SUBSTITUTIONS:** Substitution of Goods may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
- 17. INSPECTION, ACCEPTANCE AND REJECTION:**
- a) Contractor and its subContractors will provide and maintain a quality assurance system acceptable to the State covering Goods and services under this Contract and will tender to the State only those Goods that have been inspected and found to conform to this Contract's requirements. Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. Contractor shall permit the State to review procedures, practices, processes and related documents to

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS – NON-IT COMMODITIES

determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Contract.

- b) All Goods may be subject to inspection and test by the State or its authorized representatives.
 - c) Contractor and its subContractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) All Goods to be delivered hereunder may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Goods delivered or services performed hereunder within a reasonable time after receipt of such Goods or performance of such services. Such notice of rejection will state the respects in which the Goods do not substantially conform to their specifications. If the State does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such Goods and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
- 18. SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
- 19. CMAS – WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides. Unless otherwise specified, the warranties contained in this Contract begin after acceptance has occurred.
- a) Contractor warrants that Goods and services furnished hereunder will conform to the requirements of this Contract (including all descriptions, specifications and drawings made a part hereof), and such Goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by the State, free

from defects in design. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.

- b) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies and users of the Goods or services.
- 20. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 21. INSURANCE:** When performing work on property in the care, custody or control of the State, Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance the State deems appropriate under the Contract. Contractor shall furnish an insurance certificate evidencing required insurance coverage acceptable to the State. Upon request by the Buyer, the Contractor may be required to have the State shown as an "additional insured" on selected policies.
- 22. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, Contractor agrees to take back any affected Goods furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) STATE AGREES THAT IF PARAGRAPH (a) ABOVE IS INVOKED, GOODS SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 23. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director,

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS – NON-IT COMMODITIES

Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
 - i) Stop work as specified in the Notice of Termination.
 - ii) Place no further subContracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
 - iii) Terminate all subContracts to the extent they relate to the work terminated.
 - iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subContracts; the approval or ratification of which will be final for purposes of this clause.

24. TERMINATION FOR DEFAULT:

- a) The State may, subject to the Force Majeure paragraph contained herein, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Goods or to perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so as to endanger performance of this Contract (but see subparagraph (b) below); or
 - iii) Perform any of the other provisions of this Contract (but see subparagraph (b), below).
- b) The State's right to terminate this Contract under subparagraphs (a)(i) and (a)(ii) above, may be exercised if the Contractor does not cure such failure within the time frame stated in the cure notice issued by the Buyer.
- c) If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the Buyer considers appropriate, Goods or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Goods or services. However, the Contractor shall continue the work not terminated.
- d) If the Contract is terminated for default, the State may require the Contractor to transfer title and deliver to the State, as directed by the Buyer, any:
 - i) Completed Goods, and

- ii) Partially completed Goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and Contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this Contract. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.

- e) The State shall pay Contract price for completed Goods delivered and accepted. The Contractor and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the Buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- f) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract.

25. FORCE MAJEURE:

Except for defaults of subContractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or state government in either its sovereign or Contractual capacity.

If the failure to perform is caused by the default of a subContractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subContractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

26. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Goods furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS – NON-IT COMMODITIES

- b) In addition to any other rights and remedies the State may have, the State may require Contractor, at Contractor's expense, to ship Goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor.
- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.
- 27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Goods either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the Goods provided by the Contractor during the Contract.
- 28. INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all Contractors, subContractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Contract.
- 29. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 30. REQUIRED PAYMENT DATE:** 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 agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 31. TAXES:** Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
- 32. NEWLY MANUFACTURED GOODS:** All Goods furnished under this Contract shall be newly manufactured Goods; used or reconditioned Goods are prohibited, unless otherwise specified.
- 33. CONTRACT MODIFICATION:** No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.
- 34. CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
- 35. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

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36. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor shall hold the State of California, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Contract.
- b) Contractor may be required to furnish a bond to the State against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
- c) Contractor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Goods or software supplied by the Contractor or the operation of such Goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. The Contractor shall pay those costs and damages finally awarded against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Contractor shall be notified within a reasonable time in writing by the State of any notice of such claim; and,
 - ii) That the Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, the State shall have the option to participate in such action at its own expense.
- d) Should the Goods or software, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Goods or software by the State shall be prevented by injunction, the Contractor agrees to take back such Goods or software and make every reasonable effort to assist the State in procuring substitute Goods or software. If, in the sole opinion of the State, the return of such infringing Goods or software makes the retention of other Goods or software acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Goods or software and refund any sums the State has paid Contractor less any reasonable amount for use or damage.

- e) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i) The combination or utilization of Goods furnished hereunder with equipment or devices not made or furnished by the Contractor; or,
 - ii) The operation of equipment furnished by the Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii) The modification by the State of the equipment furnished hereunder or of the software; or
 - iv) The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f) Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g) The foregoing states the entire liability of the Contractor to the State with respect to infringement of patents, copyrights or trade secrets.

37. **EXAMINATION AND AUDIT:** Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subContract related to performance of this Contract.

38. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract, unless the State, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. If the Contractor is not satisfied with the decision of the

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Department Director or designee, the Contractor may appeal the decision to the Department of General Services, Deputy Director, Procurement Division. In the event that this Contract is for information technology Goods and/or services, the decision may be appealed to an Executive Committee of State and Contractor personnel.

- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions. Contractor's failure to diligently proceed in accordance with the State's instructions shall be considered a material breach of this Contract.
- o) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Department Director or designee or Deputy Director, Procurement Division if an appeal was made. If the State fails to render a final decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- 39. STOP WORK:**
- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 90 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
- i) Cancel the Stop Work Order; or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the

Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:

- i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - ii) The Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.
- 40. PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
- 41. COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
- 42. NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, Contractor and its subContractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subContractors shall insure that the evaluation and treatment of their employees and applicants for employment

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are free from such discrimination and harassment. Contractor and subContractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subContractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

- b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subContracts to perform work under the Contract.

43. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

44. ASSIGNMENT OF ANTITRUST ACTIONS:

Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 16) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of

action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and

- i) the assignee has not been injured thereby, or
ii) the assignee declines to file a court action for the cause of action.

45. DRUG-FREE WORKPLACE CERTIFICATION:

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
- i) the dangers of drug abuse in the workplace;
ii) the person's or organization's policy of maintaining a drug-free workplace;
iii) any available counseling, rehabilitation and employee assistance programs; and,
iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
- i) will receive a copy of the company's drug-free policy statement; and,
ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

46. FOUR-DIGIT DATE COMPLIANCE:

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

47. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by

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- sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).
48. **RECYCLING:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, Goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205).
49. **CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
50. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).
51. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste.
- Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
52. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
53. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Section 10286 and 10286.1, and is eligible to Contract with the State.
54. **DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code section 10286.3.
55. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
56. **LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10302(b)).

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ADDITIONAL CMAS TERMS AND CONDITIONS

57. CMAS – CONTRACTOR'S LICENSE REQUIREMENTS:

Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

58. CMAS-PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price. Forms shall be provided to the Contractor.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the Department of Transportation booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein.
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed

i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subContractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, it is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.

ii) Worker's Compensation Insurance

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.

iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.

iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subContractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.

v) Payroll

The Contractor shall keep an accurate payroll record /showing the name, social security account, and work classification specific and straight time and overtime

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hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in section 1776 of the California Labor Code.

59. CMAS – TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the California Multiple Award Schedule, the California schedule shall also be considered terminated on the same date.
- c) Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
- d) Prior to the expiration of this Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- e) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

60. **CMAS – CONTRACT AMOUNT:** There is no guarantee of minimum purchase of Contractor's products or services by the State.

61. **CMAS – DEBARMENT CERTIFICATION (FEDERALLY FUNDED CONTRACTS):** When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

62. **CMAS – PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT:** All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 days notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions,

limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.

- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

63. CMAS – CONFLICT OF INTEREST:

- a) **Current State Employees (Public Contract Code Section 10410):**
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) **Former State Employees (Public Contract Code Section 10411):**
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

64. CMAS – SUBCONTRACTING REQUIREMENTS:

Any subContractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract/purchase order, and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract/purchase order, as applicable.

65. CMAS – RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS – NON-IT COMMODITIES

- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

66. CMAS – LEASE (Lease \$Mart™): If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

67. CMAS – QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

68. CMAS – LIQUIDATED DAMAGES:

In the event that the Contractor fails to deliver in accordance with the Contract requirements, the parties agree that the delay will interfere with the proper implementation of the State's programs, to the loss and damage of the State. From the nature of the case, it would be impracticable and extremely difficult to fix the actual damages sustained in the event of any such delay. The State and Contractor, therefore, presume that in the event of any such delay the amount of damage which will be sustained from a delay will be the amounts set forth in the Statement of Work, and the State and the Contractor agree that in the event of any such delay, the Contractor shall pay such amounts as liquidated damages and not as a penalty. Amounts due the State as liquidated damages may be deducted by the State from any money payable to the Contractor. The State shall notify the Contractor in writing of any claim for liquidated damages pursuant to this paragraph on or before the date State deducts such sums from money payable to the Contractor.

69. CMAS – PROGRESS PAYMENTS/PERFORMANCE BONDS: In accordance with PCC 10314: Any Contract for Goods to be manufactured by the Contractor specially for the State and not suitable for sale to others in the ordinary course of the Contractor's business may provide, on such terms and conditions as the department deems necessary to protect the State's

interests, for progress payments for work performed and costs incurred at the Contractor's shop or plant, provided that not less than 10 percent of the Contract price is required to be withheld until final delivery and acceptance of the Goods, and provided further, that the Contractor is required to submit a faithful performance bond, acceptable to the department, in a sum not less than one-half of the total amount payable under the Contract securing the faithful performance of the Contract by the Contractor.

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1311 Cuesta Abajo Ct. NE, Ste B, Albuquerque, NM 87113

877-395-1978

www.sport-surfaces.com

CONTRACT # GS-07F-5560P				SIN 192-09	
MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Aacer	G-3405-001	MFMA 2nd or btr grd 2-1/4"x25/32" mple firing	Second and Better 2-1/4"x25/32" Maple Hardwood Flooring	SF	\$6.91
Aacer	G-3405-002	Add for MFMA first grade maple	First Grade Hardwood Flooring Add to Second Grade	SF	\$1.07
Aacer	G-3405-003	Deduct for MFMA third grade maple	Third Grade Hardwood Flooring Deduct From Second Grade	SF	\$0.30
Aacer	G-3405-004	Add For 33/32" Maple	33/32" Hardwood FlooringAdd to 25/32"	SF	\$1.14
Aacer	G-3405-005	Add for 1-1/2" maple	1-1/2" Hardwood Flooring Add to 2-1/4"	SF	\$0.40
Aacer	G-3405-006	Parquet flooring 5/16"	5/16" x 9" Parquet Hardwood Flooring	SF	\$6.29
Aacer	G-3405-007	Parquet flooring 7/16"	7/16" x 9" Parquet Hardwood Flooring	SF	\$6.50
Aacer	G-3405-023	Aacer Scissor-Loc II	Hardwood flooring System includes poly, foam, 1"x6" subfloor, 25/32" x 2-	SF	\$12.02
Aacer	G-3405-023a	Aacer Flex EN-DIN	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA	SF	\$13.04
Aacer	G-3405-023b	Aacer Channel	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA	SF	\$13.40
Aacer	G-3405-023c	Aacer Anchored Power Sleeper	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA	SF	\$13.34
Aacer	G-3405-023d	Aacer Retrocoustic	Hardwood Flooring system includes poly, subfloor, 25/32" x 2-1/4" MFMA	SF	\$14.35
Aacer	G-3405-023e	Aacer Portable	Portable Hardwood Flooring system includes poly, subfloor, 25/32" x 2-	SF	\$19.16
Aacer	G-3405-024	Aacer Air Flow	Automatic ventilation system for hardwood floors with 2 fans and 72 linear feet of duct, 1 humidistat, 1 relay.	EA	\$3,423.78
Aacer	G-3405-025	Vented cove base	Hardwood Flooring Vented Base Accessory	LF	\$9.94
Aacer	G-3405-026	Vented cove base corners	Hardwood Flooring Vented Base Corner Accessory	EA	\$13.67
Aacer	G-3405-027	Threshold	Hardwood Flooring Threshold Accessory	LF	\$11.06
Aacer	G-3405-028	Painted Gameline striping	Hardwood Flooring Graphic Art Game Line Accessory	LF	\$0.65
Aacer	G-3405-029	Logo art	Hardwood Flooring Graphic Art Logo Accessory	SF	\$20.14
Aacer	G-3405-030	Painted background	Hardwood Flooring Graphic Art Accessory	SF	\$0.26
Aacer	G-3305-200	4+2 Polyurethane Pad and Pour	6mm Polyurethane Multipurpose Flooring System	SF	\$10.56
Aacer	G-3305-201	6+2 Polyurethane Pad and Pour	8mm Polyurethane Multipurpose Flooring System	SF	\$11.45
Aacer	G-3305-202	8+2 Polyurethane Pad and Pour	10mm Polyurethane Multipurpose Flooring System	SF	\$11.66

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CONTRACT # GS-07F-5560P				SIN 192-09	
MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Aacer	G-3305-203	10+2 Polyurethane Pad and Pour	12mm Polyurethane Multipurpose Flooring System	SF	\$12.20
Aacer	G-3305-204	12+2 Polyurethane Pad and Pour	14mm Polyurethane Multipurpose Flooring System	SF	\$12.52
ACT Global	XTSF200	2" Xtreme Turf SF	2" Slit Film All Weather Synthetic Turf	SF	\$5.36
ACT Global	XTFS225	2.25" Xtreme Turf SF	2.25" Slit Film All Weather Synthetic Turf	SF	\$5.62
ACT Global	XTFS250	2.5" Xtreme Turf SF	2.5" Slit Film All Weather Synthetic Turf	SF	\$6.02
ACT Global	XTMF200	2" Xtreme Turf MF	2" Monofilament All Weather Synthetic Turf	SF	\$5.18
ACT Global	XTMF225	2.25" Xtreme Turf MF	2.25" Monofilament All Weather Synthetic Turf	SF	\$5.39
ACT Global	XTMF250	2.5" Xtreme Turf MF	2.5" Monofilament All Weather Synthetic Turf	SF	\$5.60
ACT Global	XTSM200	2" Xtreme Turf S/M	2" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$5.71
ACT Global	XTSM225	2.25" Xtreme Turf S/M	2.25" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$5.92
ACT Global	XTSM250	2.5" Xtreme Turf S/M	2.5" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$6.36
ACT Global	FD230	23mm Foam Drainage Pad	23mm Foam Drainage Shock pad	SF	\$1.58
ACT Global	UBSP01	UltraBase	Sub-Base Drainage and Shock Panel	SF	\$3.69
ACT Global	G-3305-700	S4 2.0" Slit Film Synthetic Turf	2" Slit Film Synthetic Turf	SF	\$4.48
ACT Global	G-3305-701	S5 2.5" Slit Film Synthetic Turf	2.5" Slit Film Synthetic Turf	SF	\$4.59
ACT Global	G-3305-702	M4 2.0" Monofilament Synthetic Turf	2" Monofilament Synthetic Turf	SF	\$4.62
ACT Global	G-3305-703	M6 2.5" Monofilament Synthetic Turf	2.5" Monofilament Synthetic Turf	SF	\$4.80
Haro	G-3405-100	Helsinki 10	Prefinished Engineered Hardwood Flooring System	SF	\$12.83
Haro	G-3405-101	Helsinki 10 Top	Prefinished Engineered Hardwood Flooring System	SF	\$13.27
Haro	G-3405-102	Montreal	Prefinished Engineered Hardwood Flooring System	SF	\$7.13
Haro	G-3405-103	Rom 20	Portable Prefinished Engineered Hardwood Flooring System	SF	\$19.06
Haro	G-3405-104	Baseboard	Prefinished Hardwood Flooring Base Accessory	LF	\$10.43
ICP	G-3305-052	Deco Color	Court Coating System	SF	\$2.63

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CONTRACT # GS-07F-5560P				SIN 192-09	
MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Mats Inc.	G-3109	Unique Tile	10mm Polypropylene Tile	SF	\$3.86
Mats Inc.	G-3110	Unique Edge or Corner	10mm Polypropylene Tile Edge Piece	SF	\$5.21
Mats Inc.	G-3111	Outdoor Paver Pigment Color	24"x24"x19mm Rubber Tile	SF	\$13.41
Mats Inc.	G-3112	Duo Tile Square Black 38"x38" 8mm	38"x38" 8mm Weight Room Mat	SF	\$5.32
Mats Inc.	G-3112a	Duo Tile Square Black 38"x38" 10mm	38"x38" 10mm Weight Room Mat	SF	\$6.29
Mats Inc.	G-3112b	Duo Tile Square Black 38"x38" 12mm	38"x38" 12mm Weight Room Mat	SF	\$7.48
Mats Inc.	G-3113	Duo Tile Square 10% Color 8mm	10% Color 8mm Weight Room Mat	SF	\$6.05
Mats Inc.	G-3113a	Duo Tile Square 10% Color 10mm	10% Color 10mm Weight Room Mat	SF	\$7.25
Mats Inc.	G-3113b	Duo Tile Square 10% Color 12mm	10% Color 12mm Weight Room Mat	SF	\$8.71
Mats Inc.	G-3114	Duo Tile Square 30% Color 8mm	20% Color 8mm Weight Room Mat	SF	\$7.25
Mats Inc.	G-3114a	Duo Tile Square 30% Color 10mm	20% Color 10mm Weight Room Mat	SF	\$8.22
Mats Inc.	G-3114b	Duo Tile Square 30% Color 12mm	20% Color 12mm Weight Room Mat	SF	\$10.16
Mats Inc.	G-3115	Duo Tile Interlock Blk 37"x37" 8mm	37"x37" 8mm Black Weight Room Mat	SF	\$6.45
Mats Inc.	G-3115a	Duo Tile Interlock Blk 37"x37" 10mm	37"x37" 10mm Black Weight Room Mat	SF	\$7.42
Mats Inc.	G-3115b	Duo Tile Interlock Blk 37"x37" 12mm	37"x37" 12mm Black Weight Room Mat	SF	\$8.55
Mats Inc.	G-3116	Duo Tile Interlocking 10% Color 8mm	37"x37" 8mm 10% Color Weight Room Mat	SF	\$7.01
Mats Inc.	G-3116a	Duo Tile Interlocking 10% Color 10mm	37"x37" 10mm 10% Color Weight Room Mat	SF	\$8.22
Mats Inc.	G-3116b	Duo Tile Interlocking 10% Color 12mm	37"x37" 12mm 10% Color Weight Room Mat	SF	\$9.84
Mats Inc.	G-3117	Duo Tile Interlocking 30% Color 8mm	37"x37" 8mm 30% Color Weight Room Mat	SF	\$8.22
Mats Inc.	G-3117a	Duo Tile Interlocking 30% Color 10mm	37"x37" 10mm 30% Color Weight Room Mat	SF	\$9.44
Mats Inc.	G-3117b	Duo Tile Interlocking 30% Color 12mm	37"x37" 12mm 30% Color Weight Room Mat	SF	\$10.96
Mats Inc.	G-3118	Pro Shield Gym Floor Cover	Gym Floor Protective Cover	SF	\$3.04
Mats Inc.	G-3119	Super Sport Weight 13mm	13mm Weight Room Mat	SF	\$3.63

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Mats Inc.	G-3119b	Super Sport Weight 19mm	19mm Weight Room Mat	SF	\$3.83
Mats Inc.	G-3120	Lock Mat Black 10mm	10mm Black Weight Room Mat	SF	\$5.80
Mats Inc.	G-3120b	Lock Mat Black 12mm	12mm Weight Room Mat	SF	\$8.73
Mats Inc.	G-3120a	Lock Mat Color 10mm	10mm Color Weight Room Mat	SF	\$7.50
Mats Inc.	G-3120c	Lock Mat Color 12mm	12mm Weight Room Mat	SF	\$8.61
Mats Inc.	G-3140	Berber Vinyl Back	3/8" 100% Solution Dyed Vinyl Backed Walk-Off / Entrance Mat	SF	\$5.02
Mats Inc.	G-3141	Diamond Block	3/8" 100% Solution Dyed Rubber Backed Walk-Off / Entrance Mat	SF	\$9.05
Mats Inc.	G-3142	Aqua Block	1/4" 100% Solution Dyed Gripper BackWalk-Off / Entrance Mat	SF	\$6.63
Mats Inc.	G-3143	Pin Step	3/8" 100% Solution Dyed Vinyl BackWalk-Off / Entrance Mat	SF	\$3.90
Mats Inc.	G-3144	Olefin	3/8" Olefin Vinyl Backed Walk-Off / Entrance Mat	SF	\$2.77
Mats Inc.	G-3145	Chevron	1/4" Olefin Vinyl Backed Walk-Off / Entrance Mat	SF	\$3.73
Mats Inc.	G-3146	Tough Rib	3/8" Outdoor Vinyl backed Walk-Off / Entrance Mat	SF	\$3.26
Mats Inc.	G-3147	Boston-Kenmore	3/8" Nylon Fiber Vinyl Backed Walk-Off / Entrance Mat	SF	\$9.28
Mats Inc.	G-3148	Boston-Fenway	3/8" Nylon Fiber Vinyl Backed Walk-Off / Entrance Mat	SF	\$9.28
Mats Inc.	G-3149	Boston Diamond	3/8" Nylon Fiber Vinyl Backed Walk-Off / Entrance Mat	SF	\$9.28
Mats Inc.	G-3150	Sanibel	1/4" Nylon Walk-Off / Entrance Mat	SF	\$9.28
Mats Inc.	G-3151	Skyline	1/4" NylonWalk-Off / Entrance Mat	SF	\$9.19
Mats Inc.	G-3152	Supreme Nop	7/16" 73oz Rubber backed Walk-Off / Entrance Mat	SF	\$4.70
Mats Inc.	G-3153	Berber	3/8" 64oz Rubber Backed Walk-Off / Entrance Mat	SF	\$3.83
Mats Inc.	G-3154	Decorib	3/8" 64oz Rubber Backed Walk-Off / Entrance Mat	SF	\$3.50
Mats Inc.	G-3155	Brush Klean	1/2" Vinyl-Nylon Walk-Off / Entrance Mat	SF	\$6.45
Mats Inc.	G-3155a	Bristle Mat	1" Aluminum-Vinyl-Nylon Walk Off / Entrance Mat	SF	\$19.49
Mats Inc.	G-3156	Berkshire	1/2" 81.4oz Rubber Backed Walk-Off / Entrance Mat	SF	\$5.59

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Mats Inc.	G-3157	Cocoa Mat 5/8"	5/8" Coco Fiber Rubber Backed Walk-Off / Entrance Mat	SF	\$7.76
Mats Inc.	G-3157a	Cocoa Mat 3/4"	3/4" Coco Fiber Rubber Backed Walk-Off / Entrance Mat	SF	\$8.22
Mats Inc.	G-3157b	Cocoa Mat 1"	1" Coco Fiber Rubber Backed Walk-Off / Entrance Mat	SF	\$8.91
Mats Inc.	G-3158	Nosing and Transitions	Nosing and Transition Installation Accessory for Entrance Mats	LF	\$7.64
Mats Inc.	G-3159	Category 1 Logo	Logo Installation Accessory for Entrance Mats	SF	\$24.72
Mats Inc.	G-3160	Category 2 Logo	Logo Installation Accessory for Entrance Mats	SF	\$37.08
Mats Inc.	G-3161	Category 3 Logo	Logo Installation Accessory for Entrance Mats	SF	\$58.04
Mats Inc.	G-3162	Category 4 Logo	Logo Installation Accessory for Entrance Mats	SF	\$69.81
Mats Inc.	G-3185	"H" recess framing 1"	Installation Frame Accessory for Entrance Mats	LF	\$11.81
Mats Inc.	G-3186	"J" recess framing 3/8"	Installation Frame Accessory for Entrance Mats	LF	\$8.64
Mats Inc.	G-3187	"J" recess framing 9/16"	Installation Frame Accessory for Entrance Mats	LF	\$8.64
Mats Inc.	G-3188	"L" recess framing 7/16"	Installation Frame Accessory for Entrance Mats	LF	\$8.64
Mats Inc.	G-3189	"R" recess framing 3/8"	Installation Frame Accessory for Entrance Mats	LF	\$9.85
Mats Inc.	G-3190	"R" recess framing 9/16"	Installation Frame Accessory for Entrance Mats	LF	\$12.43
Mats Inc.	G-3191	"T" recess framing 3/8"	Installation Frame Accessory for Entrance Mats	LF	\$8.66
Mats Inc.	G-3192	"T" recess framing 9/16"	Installation Frame Accessory for Entrance Mats	LF	\$11.19
Mats Inc.	G-3193	Surface mount ramp 3/8"	3/8" Installation Transition Accessory for Entrance Mats	LF	\$8.68
Mats Inc.	G-3194	Surface mount ramp 9/16"	9/16" Installation Transition Accessory for Entrance Mats	LF	\$8.68
Mats Inc.	G-3195	Surface mnt overlap ramp 1/2"	1/2" Installation Transition Accessory for Entrance Mats	LF	\$13.87
Mats Inc.	G-3199	Decathlon Adhesive	Adhesive 2-12-Gallon 1-part Polyurethane	EA	\$215.04
Mats Inc.	G-3200	Relief Bond Adhesive	Adhesive 4-Gallon Acrylic	EA	\$174.36
Mondo	G-3196	PU-105 Adhesive	Adhesive 2-Gallon 2-part Polyurethane	EA	\$168.55
Mondo	G-3197	MP-1000 Adhesive	Adhesive 3-Gallon Acrylic	EA	\$191.79

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Mondo	G-3198	EP-55 Adhesive	Adhesive 2-1/2-Gallon 2-part Epoxy	EA	\$191.79
Mondo	G-3203	Taski Profi	Cleanser for Rubber Flooring	GL	\$39.42
Mondo	G-3204	Weld Rod	Installation Accessory for Seaming Multipurpose Flooring	LF	\$1.17
Mondo	G-3205	Mondostep B	Installation Accessory for Multipurpose Flooring Stairs	LF	\$18.17
Mondo	G-3206	MondoSeal 2-Gallon Concrete Sealant	Vapor Mitigation System	EA	\$547.38
Mondo	A04	4mm Advance NG rolls	4mm Rubber 2-layer Multipurpose Flooring	SF	\$8.56
Mondo	A06	6mm Advance NG rolls	6mm Rubber 2-layer Multipurpose Flooring	SF	\$8.87
Mondo	A08	8mm Advance NG rolls	8mm Rubber 2-layer Multipurpose Flooring	SF	\$9.94
Mondo	AV08	8mm Advance Vulcanized rolls	8mm Rubber 3-layer Multipurpose Flooring	SF	\$11.73
Mondo	A10	10mm Advance NG rolls	10mm Rubber 2-layer Multipurpose Flooring	SF	\$10.61
Mondo	AV10	10mm Advance Vulcanized rolls	10mm Rubber 3-layer Multipurpose Flooring	SF	\$13.68
Mondo	A12	12mm Advance rolls	12mm Rubber 3-layer Multipurpose Flooring	SF	\$12.24
Mondo	MR105	10.5mm MondoRun rolls	10.5mm Rubber Track and Multipurpose Surfacing	SF	\$11.94
Mondo	RXHP04	4mm Reflex HP Rolls	4,, Rubber Fitness and Multipurpose Flooring Rolls	SF	\$9.62
Mondo	R06R	6mm Ramflex rolls	6mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$10.04
Mondo	R06T	6mm Ramflex tiles	6mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$10.45
Mondo	R10R	10mm Ramflex rolls	10mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$10.75
Mondo	R10T	10mm Ramflex tiles	10mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$11.53
Mondo	RIN08	8mm Ramflex Interlocking	8mm Rubber Fitness and Multipurpose Interlocking Flooring Tiles	SF	\$10.70
Mondo	SI06R	6mm Sport Impact rolls	6mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$10.70
Mondo	SI06T	6mm Sport Impact tiles	6mm Rubber Fitness and Multipurpose Flooring Tiles	SF	\$11.50
Mondo	SI10R	10mm Sport Impact rolls	10mm Rubber Fitness and Multipurpose Flooring Rolls	SF	\$11.75
Mondo	HJ08	8mm Highjolt Interlocking	8mm Rubber Fitness and Multipurpose Interlocking Flooring Tiles	SF	\$10.70

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Mondo	H03R	3mm Harmoni Rolls	3mm Rubber Multipurpose Contract Flooring	SF	\$8.01
Mondo	G03T	3mm Harmoni Tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$8.22
Mondo	GR02	2mm Granito rolls or tiles	2mm Rubber Multipurpose Contract Flooring	SF	\$8.88
Mondo	UN03	3mm Uni, Kayar, Natura rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$11.65
Mondo	MA03	3mm Massetto rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$11.81
Mondo	LA03	3mm Lava rolls or tiles	3mm Rubber Multipurpose Contract Flooring	SF	\$11.81
Mondo	Z35T	3.5mm Zeus tiles	3.5mm Rubber Multipurpose Flooring	SF	\$9.04
Mondo	TN03T	3mm Terra Nova tiles	Rubber Multipurpose Contract Flooring	SF	\$8.66
Mondo	EV15	1.5mm Everlay rolls	1.5mm Underlayment for Multipurpose Flooring	SF	\$2.33
Mondo	SF06	6mm Sportflex	6mm Rubber Multipurpose Flooring	SF	\$8.87
Mondo	SF08	8mm Sportflex	8mm Rubber Multipurpose Flooring	SF	\$9.19
Mondo	SF10	10mm Sportflex	10mm Rubber Multipurpose Flooring	SF	\$10.33
Mondo	SF12	12mm Sportflex	12mm Rubber Multipurpose Flooring	SF	\$11.05
Mondo	SFM06	6mm Sportflex M	6mm Rubber Multipurpose Flooring	SF	\$8.94
Mondo	SFM08	8mm Sportflex M	8mm Rubber Multipurpose Flooring	SF	\$9.39
Mondo	SFM10	10mm Sportflex M	10mm Rubber Multipurpose Flooring	SF	\$10.70
Mondo	SFM12	12mm Sportflex M	12mm Rubber Multipurpose Flooring	SF	\$11.22
Mondo	SX06	6mm Super-X	6mm Rubber Track and Multipurpose Flooring	SF	\$10.23
Mondo	SX08	8mm Super-X	8mm Rubber Track and Multipurpose Flooring	SF	\$10.60
Mondo	SX10	10mm Super-X	10mm Rubber Track and Multipurpose Flooring	SF	\$11.19
Mondo	SX12	12mm Super-X	12mm Rubber Track and Multipurpose Flooring	SF	\$11.22
Mondo	SX135	13.5mm Super-X	13.5mm Rubber Track and Multipurpose Flooring	SF	\$13.00
Mondo	SX14	14mm Super-X	14mm Rubber Track and Multipurpose Flooring	SF	\$11.63

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CONTRACT # GS-07F-5560P				SIN 192-09	
MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Mondo	MT13SX	13mm Mondotrack SX	13mm Rubber Track and Multipurpose Flooring	SF	\$11.63
Mondo	MT13FTX	13mm Mondotrack FTX	13mm Rubber Track and Multipurpose Flooring	SF	\$11.96
Mondo	MF4563G	63mm Mondoturf MF-4563 Green	63mm Monofilament Synthetic Turf Green	SF	\$4.45
Mondo	MF4563C	63mm Mondoturf MF-4563 Color	63mm Monofilament Synthetic Turf Color	SF	\$4.75
Mondo	PF4160G	60mm Mondoturf PF-4160 Green rolls	63mm Slit Film Synthetic Turf Green	SF	\$3.86
Mondo	PF4160C	60mm Mondoturf PF-4160 Color rolls	63mm Slit Film Synthetic Turf Color	SF	\$4.66
Mondo	MF3550G	50mm Mondoturf MF-3550 Green rolls	50mm Monofilament Synthetic Turf Green	SF	\$4.28
Mondo	MF3550C	50mm Mondoturf MF-3550 Color rolls	50mm Monofilament Synthetic Turf Color	SF	\$4.57
Mondo	MF4560G	60mm Mondoturf MF-4560 Green rolls	60mm Monofilament Synthetic Turf Green	SF	\$4.34
Mondo	MF4560C	60mm Mondoturf MF-4560 Color rolls	60mm Monofilament Synthetic Turf Color	SF	\$4.65
Mondo	MDP01	Mondoturf FTS Drainage Panels	Synthetic Turf Drainage and Shock Pad Accessory	SF	\$3.10
Mondo	G-3305-040	Painted Gameline striping	Synthetic Turf Line Marking Accessory	LF	\$1.47
Mondo	G-3305-041	Water-jet logo art	Synthetic Turf Logo Accessory	SF	\$36.33
Mondo	G-3305-042	Classic ground tire with sand infill	Synthetic Turf Infill Accessory	SF	\$1.12
Mondo	G-3305-043	Ecofill infill	Synthetic Turf Infill Accessory	SF	\$4.05
Mondo	G-3305-044	Category I Logo	Synthetic Turf Logo Accessory	LF	\$586.48
Mondo	G-3305-045	Category II Logo	Synthetic Turf Logo Accessory	LF	\$771.42
Mondo	G-3305-046	Category III Logo	Synthetic Turf Logo Accessory	LF	\$961.62
Mondo	G-3305-047	End zone letter no border	Synthetic Turf Border Marking Accessory	LF	\$128.92
Mondo	G-3305-048	End zone letter bordered	Synthetic Turf Inlaid Letter Accessory	LF	\$149.00
Mondo	G-3305-049	Soccer Lines Inlaid	Synthetic Turf Inlaid Soccer Lines Accessory	EA	\$6,598.74
Mondo	G-3305-050	Football lines Inlaid	Synthetic Turf Inlaid Football Lines Accessory	EA	\$4,755.26
Mondo	G-3305-051	Lacrosse or field hockey lines Inlaid	Synthetic Turf Inlaid Lacrosse or Field Hockey Lines Accessory	EA	\$7,291.41

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CONTRACT # GS-07F-5560P				SIN 192-09	
MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Mondo	G-3305-110	4mm Everlay B	Underlayment for Multipurpose Flooring	SF	\$2.94
Mondo	G-3305-111	6mm Everlay EG	Underlayment for Multipurpose Flooring	SF	\$3.44
Mondo	G-3305-112	J/D Profi	Multipurpose Flooring Cleanser	GA	\$37.64
Mondo	G-3305-113	J/D Carefree	Multipurpose Flooring Cleanser 5-gallon	EA	\$174.36
Mondo	G-3305-114	J/D Linosafe	Multipurpose Flooring Cleanser 2-gallon	EA	\$193.38
Mondo	G-3305-115	PU-100 Adhesive	Adhesive 2-1/2 gallon 2-part Polyurethane	EA	\$147.94
SporTurf	STCT	Combat Turf	Synthetic Playground & Fitness Turf	SF	\$9.12
SporTurf	STAT740	AT-740	Synthetic Playground & Fitness Turf	SF	\$8.44
SporTurf	STAT755	AT-755	Synthetic Playground & Fitness Turf	SF	\$9.12
SporTurf	STGC01	GameChanger	Synthetic Playground & Fitness Turf	SF	\$7.36
SporTurf	STPT200	2" Powerhouse/TrueGrass	2" Slit Film All Weather Synthetic Turf	SF	\$5.35
SporTurf	STPT225	2.25" Powerhouse/Truegrass	2.25" Slit Film All Weather Synthetic Turf	SF	\$5.62
SporTurf	STPT250	2.5" Powerhouse/Truegrass	2.5" Slit Film All Weather Synthetic Turf	SF	\$6.02
SporTurf	STMS200	2" MonoSport	2" Monofilament All Weather Synthetic Turf	SF	\$5.18
SporTurf	STMS225	2.25" MonoSport	2.25" Monofilament All Weather Synthetic Turf	SF	\$5.39
SporTurf	STMS250	2.5" MonoSport	2.5" Monofilament All Weather Synthetic Turf	SF	\$5.60
SporTurf	STGC200	2" GameChanger	2" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$5.71
SporTurf	STGC225	2.25" GameChanger	2.25" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$5.92
SporTurf	STGC250	2.5" GameChanger	2.5" Slit Film and Monofilament All Weather Synthetic Turf	SF	\$6.36
SSDI	G-3405-008	Hardwood refinsh 3 passes sand, 4 coats finish	Hardwood Flooring Refinishing Accessory	SF	\$3.14
SSDI	G-3405-009	Sub floor repair/replacement	Hardwood Flooring Repair Accessory	SF	\$11.94
SSDI	G-3405-010	Remove and dispose of existing hardwood floor	Hardwood Flooring Demolition Accessory	SF	\$1.70
SSDI	G-3405-011	Wood floor sanding only per pass	Hardwood Flooring Refinishing Accessory	SF	\$0.67

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
SSDI	G-3405-012	Wood floor refinishing with screen per coat	Hardwood Flooring Refinishing Accessory	SF	\$0.55
SSDI	G-3405-013	Wood floor repair/replace surface	Hardwood Flooring Repair Accessory	SF	\$29.58
SSDI	G-3405-014	Wood floor refinishing with screen - equip and supplies 2 coats	Hardwood Flooring Refinishing Accessory	SF	\$0.79
SSDI	G-3405-015	Acrylic latex enamel provide and install	Hardwood Flooring Graphic Art Accessory	SF	\$0.19
SSDI	G-3405-016	Painted lettering provide and install	Hardwood Flooring Lettering Graphic Art Accessory	SF	\$7.52
SSDI	G-3405-017	Painted logo provide and install	Hardwood Flooring Logo Graphic Art Accessory	SF	\$12.62
SSDI	G-3405-018	Sand and finish as existing	Hardwood Flooring Refinishing Accessory	SF	\$3.64
SSDI	G-3405-019	One (1) coat oil-base stain/sealer	Hardwood Flooring Oil-Based Finishing Accessory One Coat	SF	\$1.15
SSDI	G-3405-020	Two (2) coats of water base sealer	Hardwood Flooring Water-Based Finishing Accessory Two Coats	SF	\$1.78
SSDI	G-3405-021	Two (2) coats of water base finish	Hardwood Flooring Water Based Finishing Accessory Two Coats	SF	\$1.81
SSDI	G-3405-022	Two (2) coats of oil base sealer or finish	Hardwood Flooring Oil-Based Finishing Accessory Two Coats	SF	\$1.64
SSDI	G-3305-054	Wind Screen	Court Wind Screen Accessory	SF	\$1.80
SSDI	SSDIEL	E-Layer	Paved in place, permeable synthetic surface base.	SY	\$57.10
SSDI	SSDING	Natural Grass via Seed or Sod	Natural Grass Field Accessory	SF	\$1.52
SSDI	G-3305-116	Logo category I	Installation Logo Accessory for Sport Floors and Fields	EA	\$4,438.25
SSDI	G-3305-117	Logo category II	Installation Logo Accessory for Sport Floors and Fields	EA	\$6,657.37
SSDI	G-3305-500	Structural Spray Black	Track Surfacing System Black Base Mat	SF	\$4.08
SSDI	G-3305-501	Structural Spray Color	Track Surfacing System Color Spray Coat	SF	\$4.40
SSDI	G-3305-502	Base Mat w/ Structural Spray Black	Track Surfacing System Black Base Mat with Black Spray Coat	SF	\$5.54
SSDI	G-3305-503	Base Mat w/ Structural Spray Color	Track Surfacing System Black Base Mat with Color Spray Coat	SF	\$5.96
SSDI	G-3305-504	Polyurethane Sandwich System	Track Surfacing System Black Base Mat, Poured Wear Layer	SF	\$6.32
SSDI	G-3305-505	Polyurethane Full Pour	Track Surfacing System Full Pour System	SF	\$10.42
SSDI	G-3305-506	Track Surface Repair Kit	Track Accessory Repair Kit	SF	\$21.60

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
SSDI	G-3305-507	Demo Turf	Synthetic Turf Field Demo Accessory	SF	\$1.11
SSDI	G-3305-508	Dispose of Turf	Synthetic Turf Field Disposal Accessory	SF	\$0.48
SSDI	G-3305-509	Mobilization under 20,000 square ft	Installation Accessory for Mobilization	SF	\$1.72
SSDI	G-3305-510	Post-tension Concrete	Installation Accessory for Concrete Courts	SF	\$15.57
SSDI	G-3305-704	Balance or Motion Series Synthetic turf	Monofilament and Slit Film Synthetic Turf Hybrid System	SF	\$5.35
SSDI	G-3305-705	Estate Landscape Synthetic Turf	Monofilament or Slit Film Synthetic Turf System	SF	\$9.35
SSDI	G-3505-001	Crack Repair System	Installation Accessory for Court Crack Repairs	LF	\$25.57
SSDI	G-3505-002	Acrylic modified cementitious floor patch	Installation Accessory Cementitious Patch 25-pound Sack	EA	\$82.42
SSDI	G-3505-003	Liquid vapor retarder	Vapor Mitigation System	SF	\$3.85
SSDI	G-3505-004	Bead Blast	Concrete Floor Prep Installation Accessory	SF	\$1.43
SSDI	G-3505-005	Floor prep light	Light Floor Prep Installation Accessory	SF	\$0.32
SSDI	G-3505-006	Floor prep moderate	Moderate Floor Prep Installation Accessory	SF	\$0.68
SSDI	G-3505-007	Floor prep heavy	Heavy Floor Prep Installation Accessory	SF	\$1.24
SSDI	G-3505-008	Remove VCT	VCT Floor Prep Installation Accessory	SF	\$0.62
SSDI	G-3505-009	Remove glue-down carpet	Glue Down Carpet Floor Prep Installation Accessory	SF	\$0.82
SSDI	G-3505-010	Remove sheet vinyl	Sheet Vinyl Floor Prep Installation Accessory	SF	\$0.65
SSDI	G-3505-011	Remove parquet	Parquet Floor Prep Installation Accessory	SF	\$1.29
SSDI	G-3505-012	Remove polyurethane	Polyurethane Floor Prep Installation Accessory	SF	\$2.21
SSDI	G-3505-012a	Remove Rubber tile or sheet	Sheet or Tile Rubber Floor Prep Installation Accessory	SF	\$1.89
SSDI	G-3505-013	1/8" x 4" Rubber Cove Base	Base Installation Accessory for Multipurpose Flooring	LF	\$2.68
SSDI	G-3505-014	Electrically operated seating assemblies	Installation Accessory for Gymnasium Seating Per Seat	EA	\$179.64
SSDI	G-3505-015	Electrically operated backstop assemblies	Basketball Backstops Installation Accessory for Gymnasium	EA	\$6,498.87
SSDI	G-3505-016	Project Design/Development/Consulting	Project Design/Development/Consulting Accessory Per Hour	EA	\$183.87

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
SSDI	G-3505-017	Project Coordinator/Foreman	Project Coordinator/Foreman Per Hour	EA	\$74.60
SSDI	G-3505-019	Labor (General)	Labor (General) Per Hour	EA	\$27.47
SSDI	G-3505-019a	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage Per Hour	EA	\$26.43
SSDI	G-3505-019b	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage	SF	\$2.46
SSDI	G-3505-019c	Standard installation rate	Standard Installation Rate Installation Accessory	SF	\$4.56
SSDI	G-3505-022	Concrete Flat 4"	4" Concrete Installation Accessory	SF	\$21.53
SSDI	G-3505-023	Place and washed sand	Washed Sand for Synthetic Turf or Track Installation	CD	\$72.26
SSDI	G-3505-024	Place and turf nailer	2"x4" Synthetic Turf Nailer Installation Accessory	LF	\$3.09
SSDI	G-3505-025	Impervious or Filter Membrane	Impervious or Filter Membrane for Outdoor Courts and Fields	SF	\$0.48
SSDI	G-3505-026	Flat panel surface drains	Flat panel surface drains For Outdoor Installations	LF	\$20.14
SSDI	G-3505-027	Trench or channel Drains	Trench or channel Drains For Outdoor Courts, Tracks, and Fields	LF	\$20.47
SSDI	G-3505-028	Compaction	Material Compaction For Outdoor Courts, tracks and Fields	SY	\$1.98
SSDI	G-3505-029	Place and goal posts	Goal Post Installation Accessory for Fields	EA	\$6,055.04
SSDI	G-3505-030	Pole Vault Pans and Lids	Pole Vault Pan and Lid Installation Accessory For Tracks	EA	\$1,320.91
SSDI	G-3505-031	NCAA Take-off Boards	NCAA Take-off Board Installation Accessory For Tracks	EA	\$1,045.11
SSDI	G-3505-032	Staking	Layout Installation Accessory For Outdoor Tracks, Courts, Fields	EA	\$11,306.96
SSDI	G-3505-033	Demo and Haul AC	Asphalt Demolition Installation Accessory	CD	\$62.46
SSDI	G-3505-034	Demo and haul con crb	Concrete Curb Demolition Installation Accessory	LF	\$3.00
SSDI	G-3505-035	Demo and haul con	Flat Concrete Demolition Installation Accessory	CD	\$71.33
SSDI	G-3505-036	Clear, Grub, and Haul	Site Preparation Installation Accessory For Outdoor Installations	SF	\$2.47
SSDI	G-3505-037	Rough Cut	Site preparation Installation Accessory For Outdoor Installations	CD	\$4.71
SSDI	G-3505-038	Export Excess Material	Material Export Installation Accessory For Outdoor Installations	CD	\$22.57
SSDI	G-3505-039	Trench	Trenching Installation Accessory for Outdoor Installations	LF	\$14.58

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
SSDI	G-3505-040	Import additional material	Material Import Installation Accessory	CD	\$26.39
SSDI	G-3505-041	Prepare Subgrade	Site Preparation Installation Accessory For Outdoor Installations	SY	\$2.53
SSDI	G-3505-042	Place and Fine Grade ABC	Aggregate Base Course Outdoor Installation Accessory	CD	\$183.87
SSDI	G-3505-043	3/8" -1/2" Stone and Fine grade	3/8"-1/2" Crushed Aggregate Installation Accessory	CD	\$76.71
SSDI	G-3505-044	Place and crushed rip rap	Crushed Rip Rap Outdoor Installation Accessory	CD	\$69.41
SSDI	G-3505-045	AC 1-1/2" to 2" lift	1-1/2" -2" Asphalt Lift	SY	\$28.16
SSDI	G-3505-046	Con Crb	Concrete Curbing Outdoor Installation Accessory	LF	\$31.90
SSDI	G-3505-053	Mobilization under 3,000 square feet	Installation Accessory for Mobilization	SF	\$2.38
Ultimate RB	30N48*002500	8mm Rubber Rolls Black	8mm Rubber Multipurpose Flooring Black	SF	\$3.04
Ultimate RB	30N48*402500	8mm Rubber Rolls 17% Color	8mm Rubber Multipurpose Flooring 17% Color	SF	\$4.06
Ultimate RB	30Q48*102500	9.5mm Rubber Rolls Black	9.5mm Rubber Multipurpose Flooring Black	SF	\$3.40
Ultimate RB	30Q48*002500	9.5mm Rubber Rolls 17% Color	9.5mm Rubber Multipurpose Flooring 17% Color	SF	\$4.43
Ultimate RB	400308B10046	8mm Interlocking Tiles Black	8mm Rubber Multipurpose Flooring Interlocking Tiles Black	SF	\$3.89
Ultimate RB	400308B02046	8mm Interlocking Tiles 17% Color	8mm Rubber Multipurpose Flooring Interlocking Tiles 17% Color	SF	\$4.82
Ultimate RB	500308B10046	9.5mm Interlocking Tiles Black	9.5mm Rubber Multipurpose Flooring Black	SF	\$4.20
Ultimate RB	500308B02046	9.5mm Interlocking Tiles 17% Color	9.5mm Rubber Multipurpose Flooring 17% Color	SF	\$5.28
Ultimate RB	6002120*0000	Bounce Back Safety Surface Black 2.5"	2.5: Rubber Safety Flooring Black	SF	\$10.19
Ultimate RB	6003120*0000	Bounce Back Safety Surface Black 3.5"	3.5" Rubber Safetyng Black	SF	\$13.16
Ultimate RB	600134*ELE	Bounce Back Safety Surface Color 1.75"	1.75" Rubber Safety Flooring 17% Color	SF	\$10.47
Ultimate RB	600212*ELE	Bounce Back Safety Surface Color 2.5"	2.5: Rubber Safety Flooring 17% Color	SF	\$11.25
Ultimate RB	600312*ELE	Bounce Back Safety Surface Color 3.5"	3.5" Rubber Safetyng 17% Color	SF	\$14.07
Ultimate RB	400308**B2046	Heavy Duty Rubber Mats 3/8"	3/8" Rubber Multipurpose Mats	SF	\$4.57
Ultimate RB	400102**B1046	Heavy Duty Rubber Mats 1/2"	1/2" Rubber Multipurpose Mats	SF	\$4.71

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MFR NAME	MPN	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	PRICE
Ultimate RB	4001304**B1046	Heavy Duty Rubber Mats 3/4"	3/4" Rubber Multipurpose Mats	SF	\$4.99
Ultimate RB	400102*IB1046	Heavy Duty Interlocking Floor Tiles 1/2"	1/2" Heavy Duty Rubber Multipurpose Interlocking Mats	SF	\$4.97
Ultimate RB	400304*IB1046	Heavy Duty Interlocking Floor Tiles 3/4"	3/4" Heavy Duty Rubber Multipurpose Interlocking Mats	SF	\$5.20
Ultimate RB	ERTR34	Edge Reducer Transition	Installation Transition Accessory for Multipurpose Flooring	LF	\$13.95
Ultimate RB	CX-941	CX-941 Polyurethane Adhesive	Adhesive 5-gallon 1-part Polurethane	EA	\$412.12
Ultimate RB	CBS*2	Clean Break Sealer	Sealer Accessoryu For Multipurpose Flooring	GA	\$68.69

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CONTRACT # GS-07F-5560P				SIN 192-09	
MFR NAME	MPN	SERVICE NAME	SERVICE DESCRIPTION	UOI	PRICE
SSDI	G-3405-008	Hardwood refinish 3 passes sand, 4 coats finish	Hardwood Flooring Refinishing Accessory	SF	\$3.14
SSDI	G-3405-009	Sub floor repair/replacement	Hardwood Flooring Repair Accessory	SF	\$11.94
SSDI	G-3405-010	Remove and dispose of existing hardwood floor	Hardwood Flooring Demolition Accessory	SF	\$1.70
SSDI	G-3405-011	Wood floor sanding only per pass	Hardwood Flooring Refinishing Accessory	SF	\$0.67
SSDI	G-3405-012	Wood floor refinishing with screen per coat	Hardwood Flooring Refinishing Accessory	SF	\$0.55
SSDI	G-3405-013	Wood floor repair/replace surface	Hardwood Flooring Repair Accessory	SF	\$29.58
SSDI	G-3405-014	Wood floor refinishing with screen - equip and supplies 2 coats	Hardwood Flooring Refinishing Accessory	SF	\$0.79
SSDI	G-3405-015	Acrylic latex enamel provide and install	Hardwood Flooring Graphic Art Accessory	SF	\$0.19
SSDI	G-3405-016	Painted lettering provide and install	Hardwood Flooring Lettering Graphic Art Accessory	SF	\$7.52
SSDI	G-3405-017	Painted logo provide and install	Hardwood Flooring Logo Graphic Art Accessory	SF	\$12.62
SSDI	G-3405-018	Sand and finish as existing	Hardwood Flooring Refinishing Accessory	SF	\$3.64
SSDI	G-3405-019	One (1) coat oil-base stain/sealer	Hardwood Flooring Oil-Based Finishing Accessory One Coat	SF	\$1.15
SSDI	G-3405-020	Two (2) coats of water base sealer	Hardwood Flooring Water-Based Finishing Accessory Two Coats	SF	\$1.78
SSDI	G-3405-021	Two (2) coats of water base finish	Hardwood Flooring Water Based Finishing Accessory Two Coats	SF	\$1.81
SSDI	G-3405-022	Two (2) coats of oil base sealer or finish	Hardwood Flooring Oil-Based Finishing Accessory Two Coats	SF	\$1.64
SSDI	G-3305-054	Wind Screen	Court Wind Screen Accessory	SF	\$1.80
SSDI	SSDIEL	E-Layer	Paved in place, permeable synthetic surface base.	SY	\$57.10
SSDI	SSDING	Natural Grass via Seed or Sod	Natural Grass Field Accessory	SF	\$1.52
SSDI	G-3305-116	Logo category I	Installation Logo Accessory for Sport Floors and Fields	EA	\$4,438.25
SSDI	G-3305-117	Logo category II	Installation Logo Accessory for Sport Floors and Fields	EA	\$6,657.37
SSDI	G-3305-500	Structural Spray Black	Track Surfacing System Black Base Mat	SF	\$4.08
SSDI	G-3305-501	Structural Spray Color	Track Surfacing System Color Spray Coat	SF	\$4.40
SSDI	G-3305-502	Base Mat w/ Structural Spray Black	Track Surfacing System Black Base Mat with Black Spray Coat	SF	\$5.54
SSDI	G-3305-503	Base Mat w/ Structural Spray Color	Track Surfacing System Black Base Mat with Color Spray Coat	SF	\$5.96
SSDI	G-3305-504	Polyurethane Sandwich System	Track Surfacing System Black Base Mat, Poured Wear Layer	SF	\$6.32
SSDI	G-3305-505	Polyurethane Full Pour	Track Surfacing System Full Pour System	SF	\$10.42
SSDI	G-3305-506	Track Surface Repair Kit	Track Accessory Repair Kit	SF	\$21.60

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MFR NAME	MPN	SERVICE NAME	SERVICE DESCRIPTION	UOI	PRICE
SSDI	G-3305-507	Demo Turf	Synthetic Turf Field Demo Accessory	SF	\$1.11
SSDI	G-3305-508	Dispose of Turf	Synthetic Turf Field Disposal Accessory	SF	\$0.48
SSDI	G-3305-509	Mobilization under 20,000 square ft	Installation Accessory for Mobilization	SF	\$1.72
SSDI	G-3305-510	Post-tension Concrete	Installation Accessory for Concrete Courts	SF	\$15.57
SSDI	G-3305-704	Balance or Motion Series Synthetic turf	Monofilament and Slit Film Synthetic Turf Hybrid System	SF	\$5.35
SSDI	G-3305-705	Estate Landscape Synthetic Turf	Monofilament or Slit Film Synthetic Turf System	SF	\$9.35
SSDI	G-3505-001	Crack Repair System	Installation Accessory for Court Crack Repairs	LF	\$25.57
SSDI	G-3505-002	Acrylic modified cementitious floor patch	Installation Accessory Cementitious Patch 25-pound Sack	EA	\$82.42
SSDI	G-3505-003	Liquid vapor retarder	Vapor Mitigation System	SF	\$3.85
SSDI	G-3505-004	Bead Blast	Concrete Floor Prep Installation Accessory	SF	\$1.43
SSDI	G-3505-005	Floor prep light	Light Floor Prep Installation Accessory	SF	\$0.32
SSDI	G-3505-006	Floor prep moderate	Moderate Floor Prep Installation Accessory	SF	\$0.68
SSDI	G-3505-007	Floor prep heavy	Heavy Floor Prep Installation Accessory	SF	\$1.24
SSDI	G-3505-008	Remove VCT	VCT Floor Prep Installation Accessory	SF	\$0.62
SSDI	G-3505-009	Remove glue-down carpet	Glue Down Carpet Floor Prep Installation Accessory	SF	\$0.82
SSDI	G-3505-010	Remove sheet vinyl	Sheet Vinyl Floor Prep Installation Accessory	SF	\$0.65
SSDI	G-3505-011	Remove parquet	Parquet Floor Prep Installation Accessory	SF	\$1.29
SSDI	G-3505-012	Remove polyurethane	Polyurethane Floor Prep Installation Accessory	SF	\$2.21
SSDI	G-3505-012a	Remove Rubber tile or sheet	Sheet or Tile Rubber Floor Prep Installation Accessory	SF	\$1.89
SSDI	G-3505-013	1/8" x 4" Rubber Cove Base	Base Installation Accessory for Multipurpose Flooring	LF	\$2.68
SSDI	G-3505-014	Electrically operated seating assemblies	Installation Accessory for Gymnasium Seating Per Seat	EA	\$179.64
SSDI	G-3505-015	Electrically operated backstop assemblies	Basketball Backstops Installation Accessory for Gymnasium	EA	\$6,498.87
SSDI	G-3505-016	Project Design/Development/Consulting	Project Design/Development/Consulting Accessory Per Hour	EA	\$183.87
SSDI	G-3505-017	Project Coordinator/Foreman	Project Coordinator/Foreman Per Hour	EA	\$74.60
SSDI	G-3505-019	Labor (General)	Labor (General) Per Hour	EA	\$27.47
SSDI	G-3505-019a	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage Per Hour	EA	\$26.43
SSDI	G-3505-019b	Davis Bacon or prevailing Wage	Additional Cost For Davis Bacon or Prevailing Wage	SF	\$2.46

GSA Price List - California

January 10, 2019

SF 0027

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CONTRACT # GS-07F-5560P				SIN 192-09	
MFR NAME	MPN	SERVICE NAME	SERVICE DESCRIPTION	UOI	PRICE
SSDI	G-3505-019c	Standard installation rate	Standard Installation Rate Installation Accessory	SF	\$4.56
SSDI	G-3505-022	Concrete Flat 4"	4" Concrete Installation Accessory	SF	\$21.53
SSDI	G-3505-023	Place and washed sand	Washed Sand for Synthetic Turf or Track Installation	CD	\$72.26
SSDI	G-3505-024	Place and turf nailer	2"x4" Synthetic Turf Nailer Installation Accessory	LF	\$3.09
SSDI	G-3505-025	Impervious or Filter Membrane	Impervious or Filter Membrane for Outdoor Courts and Fields	SF	\$0.48
SSDI	G-3505-026	Flat panel surface drains	Flat panel surface drains For Outdoor Installations	LF	\$20.14
SSDI	G-3505-027	Trench or channel Drains	Trench or channel Drains For Outdoor Courts, Tracks, and Fields	LF	\$20.47
SSDI	G-3505-028	Compaction	Material Compaction For Outdoor Courts, tracks and Fields	SY	\$1.98
SSDI	G-3505-029	Place and goal posts	Goal Post Installation Accessory for Fields	EA	\$6,055.04
SSDI	G-3505-030	Pole Vault Pans and Lids	Pole Vault Pan and Lid Installation Accessory For Tracks	EA	\$1,320.91
SSDI	G-3505-031	NCAA Take-off Boards	NCAA Take-off Board Installation Accessory For Tracks	EA	\$1,045.11
SSDI	G-3505-032	Staking	Layout Installation Accessory For Outdoor Tracks, Courts, Fields	EA	\$11,306.96
SSDI	G-3505-033	Demo and Haul AC	Asphalt Demolition Installation Accessory	CD	\$62.46
SSDI	G-3505-034	Demo and haul con crb	Concrete Curb Demolition Installation Accessory	LF	\$3.00
SSDI	G-3505-035	Demo and haul con	Flat Concrete Demolition Installation Accessory	CD	\$71.33
SSDI	G-3505-036	Clear, Grub, and Haul	Site Preparation Installation Accessory For Outdoor Installations	SF	\$2.47
SSDI	G-3505-037	Rough Cut	Site preparation Installation Accessory For Outdoor Installations	CD	\$4.71
SSDI	G-3505-038	Export Excess Material	Material Export Installation Accessory For Outdoor Installations	CD	\$22.57
SSDI	G-3505-039	Trench	Trenching Installation Accessory for Outdoor Installations	LF	\$14.58
SSDI	G-3505-040	Import additional material	Material Import Installation Accessory	CD	\$26.39
SSDI	G-3505-041	Prepare Subgrade	Site Preparation Installation Accessory For Outdoor Installations	SY	\$2.53
SSDI	G-3505-042	Place and Fine Grade ABC	Aggregate Base Course Outdoor Installation Accessory	CD	\$183.87
SSDI	G-3505-043	3/8" -1/2" Stone and Fine grade	3/8"-1/2" Crushed Aggregate Installation Accessory	CD	\$76.71
SSDI	G-3505-044	Place and crushed rip rap	Crushed Rip Rap Outdoor Installation Accessory	CD	\$69.41
SSDI	G-3505-045	AC 1-1/2" to 2" lift	1-1/2" -2" Asphalt Lift	SY	\$28.16
SSDI	G-3505-046	Con Crb	Concrete Curbing Outdoor Installation Accessory	LF	\$31.90
SSDI	G-3505-053	Mobilization under 3,000 square feet	Installation Accessory for Mobilization	SF	\$2.38