

**CMAS PURCHASE AGREEMENT UNDER CMAS CONTRACT PRICING AND PROVISIONS  
SAN MATEO-FOSTER CITY SCHOOL DISTRICT & IT MANAGEMENT CORPORATION**

This CMAS Purchase Agreement ("Agreement") is entered into between the **San Mateo-Foster City School District** ("District") and **IT Management Corporation** ("Contractor" or "Contractor") as follows:

**RECITALS**

WHEREAS, the District wishes to purchase Environmental Sensors for multiple school sites from Contractor in a cost-effective manner and wishes to avail itself of the benefits and protections of the California Multiple Award Schedule ("CMAS") program;

WHEREAS, Contractor wishes to contract to provide the District with Environmental Sensors for multiple school sites that it needs and is willing to provide same pursuant to CMAS program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

**TERMS AND CONDITIONS**

1. This Agreement fully incorporates by this reference the following documents:
  - 1.1. CMAS Contract Number 3-18-70-0019Q ("CMAS Contract"), including the following documents, attached hereto as **Exhibit "A"**:
    - 1.1.1. The terms and conditions of CMAS Contract, dated June 7th, 2019 (26 pages);
  - 1.2. General Services Administration ("GSA") contract documents, GSA #GS47QTCA18D0077 (IT Management Corporation) ("GSA Contract") with a contract dated February 15, 2018;
  - 1.3. GSA terms and conditions for the GSA Contract, attached hereto as **Exhibit "B"** (23 pages);
2. **CMAS Terms.** To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the "**Delivery**" and "**Payments**" provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.
3. **Parties' Terms.** For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the CMAS Contract shall apply to the District under this Agreement.
4. **Products.** Contractor shall provide the District with the following items ("Product(s)") at multiple school sites pursuant to this Agreement. The total cost for each piece of the Product(s) shall be as indicated in this table:

Product Numbers	Quantity	Description or Products	Total Cost
SV11-HW	53	Verkada SV11 Environmental Sensor, cabling, Installation, configuration and 5 year license	\$129,770.50
		<b>SUBTOTAL</b>	\$129,770.50
		Freight	\$0.00
		Tax	\$4,592.37
		<b>FOB TOTAL COST</b>	\$134,362.87

5. **Product Pricing.** Contractor hereby acknowledges and certifies that the prices indicated herein are the prices as accepted by the California Department of General Services ("DGS") for the identical items under the CMAS Contract or are "Not Specifically Priced" items as that term is defined by the DGS.
6. **Locations.** Contractor is to provide the Products at multiple school sites, and each school site ("Site(s)") is designated in **Exhibit C**.
7. **Delivery and Installation:** Contractor shall deliver and install the Products to the corresponding Sites on the corresponding delivery dates identified in **Exhibit C**.

**7.1. Unexcused Delay(s) – Liquidated Damages**

**7.1.1.** Unexcused Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in the "Excusable and Compensable Delay(s)" or the "Excusable and Non-Compensable Delay(s)" sections above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcused Delays.

**7.1.2.** Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall forfeit and pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in Completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

**7.2.** Contractor shall not forfeit or pay liquidated damages for an Excusable Delay or an Excusable and Compensable Delay

8. **Payments:** The District shall make payment(s) to Contractor for the Product(s) corresponding to a Site within thirty (30) days after delivery of the Product(s) to that Site.
9. **Prevailing Wages for Incidental Services Associated with Installation of the Products.** For all portions of the Work that require the payment of prevailing wages, the Contractor and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, the Contractor and each subcontractor shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** The Contractor and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District/COE immediately upon request.
10. **Site Examination.** Contractor has examined the multiple school Sites where the Products are to be installed and certifies that it accepts all measurements, specifications and conditions affecting Product installation to be performed at each Site. Contractor warrants that it has made all Site examination(s) and that it deems necessary as to the condition of each Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

11. **Equipment and Labor.** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Product installation herein described. The Product installation to be performed at such times and places as directed by and subject to the approval of the authorized District representative.
12. **Subcontractors.** Any subcontractor engaged by Contractor for any service under this Agreement, including installation, must be approved by the District. Contractor agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.
13. **Termination.** If Contractor fails to perform the its obligations under this Agreement to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Contractor. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience.
14. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of Contractor.
15. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
16. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
17. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Contractor. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.
18. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
19. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.

- 20. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
- 21. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
- 22. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

Signatures on the following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**San Mateo-Foster City School District**

**IT Management**

Date: 10/28/2021, 2021

Date: 10/11, 2021

DocuSigned by:  
*Patrick Gaffney*  
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By: Patrick Gaffney

By: Arman Eghbali

Title: Chief Business Official

Title: President

**EXHIBIT "A"**

**CMAS CONTRACT NUMBER 3-18-70-0019**



Procurement Division  
707 Third Street, 2nd Floor, MS #2-202  
West Sacramento, CA 95605-2811

State of California

# MULTIPLE AWARD SCHEDULE

## Verkada Inc.

CMAS NUMBER:	<b>3-19-00-0523A</b>
SUPPLEMENT NUMBER:	4
CMAS TERM DATES:	11/22/2019 through 12/31/2021
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>June 7, 2019</u> ( <a href="http://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=B41342080DE511121ECC253A04D62AC90CED6123">www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=B41342080DE511121ECC253A04D62AC90CED6123</a> )
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>528899-178</u>
BASE SCHEDULE HOLDER:	Verkada Inc.

This CMAS provides for the purchase and warranty of cloud-based video surveillance systems. (See page 3 for the restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following change:

Add "Akins IT, Inc.", "Axcelerate Networks, Inc.", and "Ojo Technology, Inc." to the list of Authorized Resellers. See the revised Attachment B for a complete list of Authorized Resellers for this CMAS.

The provisions of supplements 1 through 3 have been incorporated into this supplement. Supplement 4 replaces the previous supplements and the original CMAS in their entirety.

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions. Please review these provisions carefully because they have changed.

*Original Signature on File*

Effective Date: **3/01/2021**

**BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

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: [Statewide Contract Index Listing](http://www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf) (www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

**CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

Brand-Verkada  
Video Equip-Digital Camera  
Video Equipment-Camera  
Hardware-Computer  
Hubs-Network  
LAN/WAN-Component

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

The ordering agency must verify all products and/or services, and pricing are currently available on the PEPPM 528899-178 schedule at the PEPPM website. Access the PEPPM website at [www.peppm.org/](http://www.peppm.org/).

The agency is required to verify PEPPM pricing by following these instructions:

1. Go to [www.peppm.org/pa/Product.htm](http://www.peppm.org/pa/Product.htm).
2. Select the PEPPM contract holder "Verkada Inc."
3. Create user identification and password.

**EXCLUDED PRODUCTS AND/OR SERVICES**

Hardware maintenance and repair and public works services with a requirement for State contractor licensing are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Orders may be placed with Verkada Inc. or with an Authorized Reseller as indicated below:

**Orders placed with Verkada Inc.**

Verkada Inc.  
60 East 3<sup>rd</sup> Avenue, Suite 300  
San Mateo, CA 94401  
Attn: Chad Lerette

E-mail: [chad.lerette@verkada.com](mailto:chad.lerette@verkada.com)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

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

**Contact:** Chad Lurette  
**Phone:** (415) 500-5897  
**E-mail:** chad.lurette@verkada.com

**Orders placed with a Reseller must be addressed as shown below and payment must be made to the Reseller identified on the invoice:**

**Orders placed with a Reseller**

**SUBMIT ORDERS TO:**

Verkada Inc.  
c/o Reseller  
Reseller's Address

**Contact:** XXXXXXXXXXXXX  
**Phone:** (XXX) XXX-XXXX  
**E-mail:** XXXXXXXXXXXXX

**For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.**

**RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO VERKADA INC. FOR CMAS QUARTERLY REPORTING REQUIREMENTS.**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for 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. **See next paragraph for information.**

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at [www.cdtfa.ca.gov/taxes-and-fees/top500.htm](http://www.cdtfa.ca.gov/taxes-and-fees/top500.htm).

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**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 103072672 Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

**CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

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

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a California Civil Rights Law Certification.

**WARRANTY**

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

**DELIVERY**

As negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination for orders above \$500.00. Seller pays the freight charges.

F.O.B. (Free On Board) Origin for orders below \$500.00. Buying agency pays the freight charges.

**State agencies (not local governments) shall 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.

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**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**

Order limits for the purchase of goods and/or services is determined by the individual agency purchasing authority threshold.

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 the List of State Departments with Approved Purchasing Authority website ([www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority)).

**ACQUISITION OF IAAS AND/OR PAAS**

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS by the California Department of Technology (CDT) in accordance with TL 17-06 ([www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf)). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

**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 FISCal, Chapter 5 (FISCal):

- 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 on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and 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 (Standard 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 FISCal, 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.

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VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

- 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**

There is no minimum dollar value limitation on orders placed under this CMAS.

**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:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website ([www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](http://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx)), select Standard STD Forms.

FISCAL Purchase Documents – State departments transacting in FISCal will follow the FISCal procurement and contracting procedures.

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**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).

**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS agreements on a single FISCAL 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 Standard 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 agreements. 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**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 FISCal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of LPA 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 FISCal, 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). Only a contract may be amended once under this exemption. 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**

The CMAS contractor 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.

CMAS Small Business and Disabled Veteran Partners lists ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) can be found on the CMAS website by selecting "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/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB 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 SB or DVBE goal, as follows:
    - i. 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
    - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
    - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
    - iv. Indicate what commercially useful function the SB 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.



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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The E-Waste Exemption Request Form EWR-F029 can be found at:  
[www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption\\_EWR-F029.pdf](http://www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf)

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

**NOT SPECIFICALLY PRICED (NSP) 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.

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 schedule 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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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 schedule, 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 schedule, 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 FISCal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 4**

**UPDATES AND/OR CHANGES**

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

- A CMAS supplement 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 supplement 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.

**SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS**

Instructions, or terms and conditions that appear in the Special Items or other provisions of the base schedule and apply to the purchase, license, or rental (as applicable) of products or services by the US 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 base schedule, 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
VERKADA INC.  
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**PAYMENTS AND INVOICES**

**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 (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Standard 204)**

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

**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 ([www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book)).

**Orders from Local Government Agencies:**

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

See the current incentive fees in the DGS Price Book.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**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 (State Only)
- 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**

The CMAS contractor accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@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 Smart and/or Lease Smart). 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 Smart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**CONTRACTOR QUARTERLY REPORT PROCESS**

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit.

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](mailto: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 the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and then select "File a CMAS Quarterly Report".

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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Important things to remember regarding CMAS Quarterly Business Activity Reports:

- 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 must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies.
- New CMAS agreements and supplements 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	January 1 to March 31	Due April 15
Quarter 2	April 1 to June 30	Due July 15
Quarter 3	July 1 to September 30	Due October 15
Quarter 4	October 1 to December 31	Due January 15

**CONTRACTOR QUARTERLY INCENTIVE FEES**

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

See the current incentive fees in the [DGS Price Book](#).

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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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 [Cal eProcure](http://Cal eProcure) (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.
- Base schedule terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

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 schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

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

Phone # (916) 375-4365

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**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: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784



Procurement Division  
707 Third Street, 2nd Floor, MS #2-202  
West Sacramento, CA 95605-2811

## ATTACHMENT B

### AUTHORIZED RESELLER/DEALER LIST

Dealer Name	Address	Contact Name	Phone Number	E-Mail Address
Akins IT, Inc.	1301 Dove Street, Suite 130 Newport Beach, CA 92660	Michelle McKernan	949-407-7122	michelle@akinsit.com
The AmerGroup, Inc. DBA American Security Group	980 Park Center Drive, Suite J Vista, CA 92081	Anthony Sparks	760-727-4020	anthony.sparks@amergroup.com
Axcelerate Networks, Inc.	490 North First Street San Jose, CA 95112	Martin Vargas	408-637-4717	martin@axceleratenetworks.com
CDW Government LLC	230 N. Milwaukee Avenue Vernon Hills, IL 60061	Matt Flood	312-705-9381	shermcl@cdw.com
Development Group, Inc.	6704 Lockheed Drive Redding, CA 96002	Dan Lockwood	530-229-0071	dlockwood@development-group.net
Edgeworth Integration, LLC	1257 Quarry Lane, Suite 125 Pleasanton, CA 94566	Brandon Haddad	805-915-0211	bhaddad@edgeworthsecurity.com
IT Management Corporation	5201 Great America Pkwy., Suite 320 Santa Clara, CA 95054	Joe Jenkins	916-536-6100	jjenkins@itmgmt.com
Sable Computer Inc. dba KIS	48393 Fremont Blvd., Suite 122 Fremont, CA 94538	Susan Canevaro	510-403-7500	sue@kiscc.com
NetXperts Inc.	1777 Botehlo Drive, Suite 102 Walnut Creek, CA 94596	Gary Nordine	925-806-0800	gnordine@netxperts.com
Ojo Technology, Inc.	103 Hammond Avenue Fremont, CA 94539	Chris Krajewski	510-249-9540	chris.krajewski@ojotech.com
Pacific OneSource, Inc.	130-A W Cochran Street Simi Valley, CA 93065	Shawn Runner	866-499-2580 Ext. 1800	shawn.runner@stseducation-us.com
Presidio Networked Solutions LLC	8161 Maple Lawn Blvd., Suite 150 Fulton, MD 20759	Jackie Arnett	812-342-6188	jarnett@presidio.com

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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<b>Dealer Name</b>	<b>Address</b>	<b>Contact Name</b>	<b>Phone Number</b>	<b>E-Mail Address</b>
Qovo Solutions, Inc. dba Qovo Communications	521 Charot Street, Suite 239B San Jose, CA 95131	Garth Gilmour	844-768-6462	garth@qovoinc.com

**EXHIBIT "B"**

**GSA CONTRACT NUMBER 47QTCA18D0077**



**GENERAL SERVICES ADMINISTRATION  
AUTHORIZED SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for **GSA Advantage!** is <http://www.gsaadvantage.gov>

**FEDERAL SUPPLY SCHEDULE 70  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT, SOFTWARE and SERVICES**

**CONTRACT NUMBER:** 47QTCA18D0077

**CONTRACT PERIOD:** February 15, 2018 through February 14, 2023

**PRICELIST CURRENT THROUGH:** Mod PS-0005, effective 10/9/2018

For more information on ordering, visit [www.gsa.gov/schedules](http://www.gsa.gov/schedules)

**CONTRACTOR:** IT Management Corporation  
4340 Stevens Creek Blvd, Ste 225  
San Jose, CA 95129-1102  
(408) 837-7000 (telephone)  
(408) 739-1101 (facsimile)  
[www.it-management.com](http://www.it-management.com)

**CONTRACTOR'S POINT OF CONTACT FOR CONTRACT ADMINISTRATION:**

Ramin Movahedi  
IT Management Corporation  
4340 Stevens Creek Blvd, Ste 225  
San Jose, CA 95129-1102  
(408) 837-7000 (telephone)  
(408) 739-1101 (facsimile)  
[rmovahedi@101voice.com](mailto:rmovahedi@101voice.com)

**BUSINESS SIZE:** Small Business



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## CONTRACTOR INFORMATION

### 1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN 132-8	Purchase of New Equipment
SIN 123-51	IT Professional Services

### 1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN 132-8	IPSCMRMDB	8.31
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### 1c. HOURLY RATES: See page 18

### 2. MAXIMUM ORDER: See NOTE TO ORDERING ACTIVITIES (below)

SIN 132-8	\$500,000
SIN 132-51	\$500,000

NOTE TO ORDERING ACTIVITIES: \*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned Contractor for a better price. The Contractor may (1) offer a new price for this requirement, (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

### 3. MINIMUM ORDER: \$100

### 4. GEOGRAPHIC COVERAGE: 50 States, DC and US Territories

Under Cooperative Purchasing authorized State and local government entities are eligible to place orders.

### 5. POINT(S) OF PRODUCTION: Same as contractor's address.

### 6. DISCOUNT FROM INTERNAL RATE:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

### 7. QUANTITY DISCOUNT: >\$400k, 1%

### 8. PROMPT PAYMENT TERMS: Net 30 Days

### 9. GOVERNMENT PURCHASE CARD:

Accepted for sales at or below the micro-purchase threshold. Not accepted for purchases above the micro-purchase threshold.

### 10. FOREIGN ITEMS: None

### 11a. TIME OF DELIVERY: 30 Days ARO

### 11b. EXPEDITED DELIVERY: Please contact the Contractor for availability and rates.

### 11c. OVERNIGHT AND 2-DAY DELIVERY: Please contact the Contractor for availability and rates.

### 11d. URGENT REQUIRMENTS: N/A

- 12. **FOB POINT:** Origin
- 13a. **ORDERING ADDRESS:** Same as contractor address above
- 13b. **ORDERING PROCEDURES:**  
Ordering activities shall use the ordering procedures described in Federal Acquisition Regulation 8.405-3 when placing an order or establishing a BPA for supplies or services. The ordering procedures, information on Blanket Purchase Agreements (BPA's) and a sample BPA can be found at the GSA/FSS Schedule Homepage ([fss.gsa.gov/schedules](https://fss.gsa.gov/schedules)).
- 14. **PAYMENT ADDRESS:** Same as contractor address above
- 15. **WARRANTY PROVISION:**
- 16. **EXPORT PACKING CHARGES:** Not Applicable
- 17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Government purchase cards will be acceptable for payment below the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.
- 18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):**  
Not Applicable
- 19. **TERMS AND CONDITIONS OF INSTALLATION:** Not Applicable
- 20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):**  
Not Applicable
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES:** None
- 21. **LIST OF SERVICE AND DISTRIBUTION POINTS:** Not Applicable
- 22. **LIST OF PARTICIPATING DEALERS:** None
- 23. **PREVENTIVE MAINTENANCE :** None
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** None
- 24b. **SECTION 508 COMPLIANCE FOR ELECTRONIC and INFORMATION TECHNOLOGY:**  
Not Applicable
- 25. **DUNS NUMBER:** 078804864
- 26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Contractor has an Active Registration in the SAM database.

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PURCHASE OF NEW EQUIPMENT (SPECIAL ITEM NUMBER 132-8)**

### **1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

### **2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order. For credit card orders and BPAs, telephone orders are permissible.

### **3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

### **4. INSTALLATION AND TECHNICAL SERVICES**

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, de-installation, and reinstallation services under SIN 132-8 or SIN 132-9.

c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

### **5. INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

### **6. WARRANTY**

a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.

**\*\*Contractor is to insert commercial warranty clauses.\*\***

- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

## SIN 132-8 PRODUCT OFFERINGS AND PRICING

IT Management Corporation was established in 2009 as a new generation IT solution provider focusing on sustainability, network conversion, and business alignment. We're a highly qualified and professional voice and data network consulting and service organization. IT Management combines its professional and managed services with technologies from leading vendors to provide you with the best solution to your needs with consideration of industry standards and reliability. We can assist you in designing strategy, architecture, and technology roadmaps that become the blueprint of your vision.

SIN	MANUFACTURER NAME	MFR PART NO	PRODUCT NAME & DESCRIPTION	UOI	GSA OFFER PRICE (inclusive of the .75% IFF)
132-8	Datrium	D12X4	Datrium DVX Data Node, 12 Bay 4TB	each	\$ 84,292.19
132-8	Datrium	FRU-BBU6	Spare Battery Back Up 6 Cell	each	\$ 3,918.69
132-8	Datrium	FRU-XCVR-10G-OPTICAL-SFP	Spare 10G Optical transceiver, SFP	each	\$ 1,389.92
132-8	Datrium	FRU-CHASSIS-12-6-1	Spare Chassis, 12 Bay, 6Gbps BP	each	\$ 8,231.94
132-8	Datrium	FRU-CTRL-T-2	Spare Controller, TLDGA, 2630, 64G	each	\$ 45,733.00
132-8	Datrium	FRU-PCM764	Spare Power/Cooling Module 764W	each	\$ 5,308.61
132-8	Datrium	FRU-RAIL-KIT-1	Spare, Rail Kit, 2U Chassis	each	\$ 555.97
132-8	Datrium	FRU-HDD-4TB-1	Spare Hard Disk Drive 4TB	each	\$ 2,878.49
132-8	Datrium	CN2000-SYS-1	Datrium DVX Compute Node 2000, 1U, 128GB, 2x E5-2680 v4, 28 core, 2x1GbE, 2x10GbE SFP+, 1+1 750W, 2x480GB SSD (boot), 2x960GB SSD (cache)	each	\$ 13,021.35
132-8	Datrium	CN2000-SYS-2	Datrium DVX Compute Node 2000, 1U, 128GB, 2x E5-2620 v4, 16 core, 2x1GbE, 2x10GbE SFP+, 1+1 750W, 2x480GB SSD (boot), 2x960GB SSD (cache)	each	\$ 10,845.89
132-8	Datrium	OPT-CN-10G-NIC-S-1	Option, DVX CN, 2-port 10G SFP+ network interface card	each	\$ 523.69
132-8	Datrium	OPT-CN-10G-NIC-T-1	Option, DVX CN, 2-port 10G BaseT network interface card	each	\$ 436.71
132-8	Datrium	OPT-CN-SFP-SR-1	Option, DVX CN, 10G SFP+ Optical Transceiver Module (set of 2)	each	\$ 383.80
132-8	Datrium	OPT-CN-RAM-128GB-1	Option, DVX CN, Memory Upgrade, 32GB DIMMs (set of 4)	each	\$ 1,646.39
132-8	Datrium	OPT-CN-SSD-960GB-1	Option, DVX CN, Cache SSD 960GB w/ Sled	each	\$ 997.16
132-8	Datrium	OPT-CN-SSD-1920GB-1	Option, DVX CN, Cache SSD 1.92TB w/ Sled	each	\$ 1,734.27
132-8	Datrium	UPG-CN-10G-NIC-S-1	Upgrade, DVX CN, 2-port 10G SFP+ network interface card	each	\$ 576.59
132-8	Datrium	UPG-CN-10G-NIC-T-1	Upgrade, DVX CN, 2-port 10G BaseT network interface card	each	\$ 489.61

132-8	Datrium	UPG-CN-SFP-SR-1	Upgrade, DVX CN, 10G SFP+ Optical Transceiver Module (set of 2)	each	\$ 436.71
132-8	Datrium	UPG-CN-RAM-128GB-1	Upgrade, DVX CN, Memory Upgrade, 32GB DIMMs (set of 4)	each	\$ 1,699.29
132-8	Datrium	UPG-CN-SSD-960GB-1	Upgrade, DVX CN, Cache SSD 960GB w/ Sled	each	\$ 1,050.07
132-8	Datrium	UPG-CN-SSD-1920GB-1	Upgrade, DVX CN, Cache SSD 1.92TB w/ Sled	each	\$ 1,787.17
132-8	CyberData	011259	3-Port Gigabit Ethernet Switch	each	\$ 116.30
132-8	CyberData	011236	3-Port Gigabit Ethernet Switch	each	\$ 68.41
132-8	CyberData	010654	USB adapter	each	\$ 141.79
132-8	CyberData	011152	Wall-Mount Speaker Adapter	each	\$ 90.89
132-8	CyberData	011120	Speaker	each	\$ 48.87
132-8	CyberData	011394	IP speaker	each	\$ 406.57
132-8	CyberData	011398	SIP Talk Back Speaker	each	\$ 434.91
132-8	CyberData	011404	Amplifier	each	\$ 622.56
132-8	CyberData	011396	Singlewire InformaCast	each	\$ 431.00
132-8	CyberData	011377	Singlewire RGB Strobe	each	\$ 552.19
132-8	CyberData	011039	Conduit Speaker Mount	each	\$ 62.55
132-8	CyberData	011269	Door Strike Intermediate Relay Module	each	\$ 136.83
132-8	CyberData	011105	Syn-Apps	each	\$ 431.00
132-8	CyberData	010732B	PoweredUSB cable	each	\$ 27.12
132-8	CyberData	011311	Singlewire InformaCast	each	\$ 483.78
132-8	CyberData	011049	SIP Call Button	each	\$ 409.50
132-8	CyberData	010714	PoweredUSB cable	each	\$ 21.93
132-8	CyberData	011151	Wall Mount Adapter	each	\$ 90.89
132-8	CyberData	011121	Speaker	each	\$ 48.87
132-8	CyberData	011393	IP speaker	each	\$ 406.57
132-8	CyberData	011395	Singlewire InformaCast	each	\$ 431.00

132-8	CyberData	011401	IP speaker	each	\$ 544.37
132-8	CyberData	011405	Amplifier	each	\$ 580.53
132-8	CyberData	011288	Auxiliary RGB Strobe Kit	each	\$ 192.53
132-8	CyberData	011187	2-Port PoE Gigabit Switch	each	\$ 91.87
132-8	CyberData	011258	2-Port PoE Gigabit Switch	each	\$ 101.64
132-8	CyberData	011124	POE36U-1AT	each	\$ 70.37
132-8	CyberData	010630	PoweredUSB 6-Port PoweredUSB 1.1 Hub	each	\$ 262.90
132-8	CyberData	010807	4-Port PoweredUSB 2.0 Hub	each	\$ 256.06
132-8	CyberData	010845	4-Port PoweredUSB 2.0 & RS232 Hub	each	\$ 265.83
132-8	CyberData	010731	PoweredUSB cable	each	\$ 24.43
132-8	CyberData	010867	PoE Power Injector	each	\$ 52.78
132-8	CyberData	010921	PoweredUSB cable	each	\$ 24.43
132-8	CyberData	011216	V3 SIP-enabled IP Office Ringer	each	\$ 463.25
132-8	CyberData	011287	PROTECTIVE DOME KIT FOR CYBERDATA STROBES	each	\$ 82.10
132-8	CyberData	011280	SINGLEWIRE-ENABLED PAGING ADAPT	each	\$ 419.27
132-8	CyberData	011233	SIP PAGING ADAPTER VOIP ENDPOINT I/F SIP MULTICAST	each	\$ 393.86
132-8	CyberData	011209	VOIP V3 EMERGENCY INTERCOM	each	\$ 483.78
132-8	CyberData	011186	V3 VOIP OUTDOOR INTERCOM	each	\$ 534.60
132-8	CyberData	011211	VOIP V3 INDOOR INTERCOM SIGNAL WHITE RAL 9003	each	\$ 483.78
132-8	CyberData	011214	VOIP OUTDOOR INTERCOM W/ KEYPAD .	each	\$ 614.74
132-8	CyberData	011188	OUTDOOR INTERCOM SHROUD USE WITH 011186	each	\$ 43.98
132-8	CyberData	011215	OUTDOOR KEYPAD INTERCOM SHROUD USE WITH 11214	each	\$ 52.78
132-8	CyberData	011104	VOIP SYN-APPS ENABLED SPEAKER GRAY WHITE RAL 9002	each	\$ 431.00
132-8	CyberData	011200	CEILING TILE DROP-IN SPEAKER SYN-APPS ENABLED GRAY WHITE	each	\$ 568.81
132-8	CyberData	011201	CEILING TILE DROP-IN AUXILIARY SPEAKER OFF WHITE ONLY	each	\$ 88.94

132-8	CyberData	011185	REMOTE PUSH TO TALK BUTTOM USE W/ TALK BACK SPEAKERS SIGNAL WHITE	each	\$ 78.12
132-8	CyberData	011171	VOIP 4-PORT ZONE CONTROLLER	each	\$ 393.86
132-8	CyberData	011146	VOIP V3 PAGING SERVER REPLACES 011092	each	\$ 487.69
132-8	CyberData	011309	VOIP OUTDOOR INTERCOM SINGLE WIRE ENABLED	each	\$ 555.12
132-8	CyberData	011272	VOIP INDOOR FLUSH MNT INTERCOM SIGNAL WHITE	each	\$ 483.78
132-8	CyberData	011304	VOIP INDOOR EMERGENCY INTERCOM SINGLE WIRE-ENABLED	each	\$ 504.30
132-8	CyberData	011305	VOIP INDOOR INTERCOM SINGLE WIRE-ENABLED	each	\$ 504.30
132-8	CyberData	011306	VOIP INDOOR INTERCOM SINGLE WIRE-ENABLED FLUSH MNT	each	\$ 504.30
132-8	CyberData	011153	WALL MOUNT CLOCK KIT STD COLOR GRAY WHITE 9002	each	\$ 307.86
132-8	CyberData	011397	SIP TALK BACK SPEAKER GRAY WHITE RAL 9002	each	\$ 434.91
132-8	CyberData	011399	SINGLEWIRE INFORMACAST TALKBACK SPEAKER GRAY WHITE RAL 9002	each	\$ 459.35
132-8	CyberData	011400	SINGLEWIRE INFORMACAST TALKBACK SPEAKER SIGNAL WHITE RAL 9003	each	\$ 459.35
132-8	CyberData	011403	SINGLEWIRE INFORMACAST PAGING AMPLIFIER	each	\$ 541.44
132-8	CyberData	011406	SINGLEWIRE INFORMACAST LOUDSPEAKER AMPLIFIER AC	each	\$ 646.99
132-8	CyberData	011407	SINGLEWIRE INFORMACAST LOUDSPEAKER AMPLIFIER POE	each	\$ 604.97
132-8	CyberData	011324	SIP PAGING AMPLIFIER	each	\$ 517.01
132-8	CyberData	011313	POE DIGITAL CLOCK W/ PASS-THRU SWITCH TO DAISY CHAIN POE DEVICE	each	\$ 389.95
132-8	CyberData	011402	CEILING TILE DROPIN SPKR SINGLE WIRE ENABLED GRAY WHITE	each	\$ 568.81
132-8	CyberData	011376	SIP RGB STROBE NEW DEVICE MULTI-COLOR	each	\$ 537.53
132-8	CyberData	011375	NETWORKED DUAL DOOR STRIKE RELAY NEW DEVICE	each	\$ 198.40
132-8	CyberData	011410	SIP-ENABLED OUTDOOR H.264 VIDEO	each	\$ 872.76
132-8	CyberData	011414	SIP-ENABLED OUTDOOR H.264 VIDEO	each	\$ 970.49
132-8	CyberData	011413	SYN-APPS LOUDSPEAKER AMPLIFIER	each	\$ 604.97
132-8	CyberData	011418	HOUSING - DX80 SECURE PHONE	each	\$ 1,465.99
132-8	CyberData	011416A	HOUSING DX80 SECURE PHONE ROHS	each	\$ 1,103.41

132-8	CyberData	011418A	HOUSING DX80 SECURE PHONE W/	each	\$ 1,465.99
132-8	CyberData	011433	SIP SECURE ACCESS CONTROL KEYPAD	each	\$ 522.87
132-8	CyberData	011446	SIP SECURE ACCESS CONTROL KEYPAD MULTICAST MICROPHONE	each	\$ 426.12
132-8	CyberData	010729B	ACCESSORY, CABLE, POWERED USB, 24V TO 1X8, ROHS	each	\$ 27.12
132-8	CyberData	010692B	POWERED USB CABLE, EPSON/IBM 3.8M ROHS COMPLIANT	each	\$ 28.73
132-8	CyberData	010921A	CABLE, 24V POWEREDUSB 1X8, 6FT, BLACK, ALTERNATE	each	\$ 19.20
132-8	CyberData	010694B	POWERED USB CABLE EPSON/IBM 3.8M ROHS COMPLIANT	each	\$ 28.34
132-8	CyberData	010855A	POWERED USB CABLE, 12V TO 2X4, 2.25M, BLACK	each	\$ 26.78
132-8	CyberData	010967A	CABLE 24V POWERED USB TO USB, AND HOSIDEN,M,1M,BLA	each	\$ 25.22
132-8	CyberData	10847	POWEREDUSB 24V TO 1X8 6 FEET DARK GRAY ROHS	each	\$ 34.21
132-8	CyberData	010714B	POWEREDUSB 24V TO Y CABLE 1M PEBBLE GRAY ROHS	each	\$ 25.17
132-8	CyberData	010856A	POWEREDUSB 24V TO 1X8 3 FEET DARK GRAY ROHS	each	\$ 15.91
132-8	CyberData	010847A	POWEREDUSB 24V TO 1X8 6 FEET DARK GRAY ROHS	each	\$ 23.21
132-8	CyberData	010857A	POWEREDUSB 24V TO 1X8 12 FEET DARK GRAY ROHS	each	\$ 28.10
132-8	CyberData	010617B	POWEREDUSB 24V TO 1X8 1.2M PEBBLE GRAY ROHS MIN ORDER 100	each	\$ 23.21
132-8	CyberData	010617	POWERED USB CABLE,24V TP 1X8 FOR EPSON/IBM PRINTERS,1.2M	each	\$ 33.46
132-8	CyberData	010755A	POWERED USB CABLE,24V TO HOSIDEN-M-1M	each	\$ 24.24
132-8	CyberData	010762B	POWEREDUSB 24V TO 1X8 1.9M BLK NO BACKORDERS AVAIL STOCK ONLY	each	\$ 24.14
132-8	CyberData	011113	VOIP INTERCOM W/KEYPAD SIGNAL WHITE (RAL 9003)	each	\$ 496.48
132-8	CyberData	011123	VOIP INTERCOM W/KEYPAD FLUSH MOUNT STANDARD COLOR	each	\$ 496.48
132-8	CyberData	011318	SECURE PHONE HOUSING DX650 ROHS COMPLIANT	each	\$ 522.87
132-8	CyberData	010741	2M PEBBLE GRAY 24V POWEREDUSB TO IN Y IN HOSIDEN-M ROHS COMPLIANT	each	\$ 34.21
132-8	CyberData	010653B	POWEREDUSB PCI HOST CONTROLLER 4PORTS 1X5V 2X12V 1X24V	each	\$ 141.79
132-8	CyberData	010654B	CyberData Corporation - POWEREDUSB PCI HOST CONTROLLER 4PORTS 3X12V 1X24V	each	\$ 141.79
132-8	CyberData	010655B	CyberData Corporation - POWEREDUSB PCI HOST	each	\$ 125.10

			CONTROLLER 4PORTS 4X12V		
132-8	CyberData	010632B	4M POWEREDUSB CABLE 24V TO HOSIDEN POWER PLUG PEBBLE GRAY	each	\$ 28.15
132-8	CyberData	010740B	3M POWEREDUSB CABLE 12V TO 2X4 PEBBLE GRAY	each	\$ 26.88
132-8	CyberData	010885A	4M POWEREDUSB CABLE 12V TO 2X4 BLACK	each	\$ 28.24
132-8	CyberData	010841A	3M POWEREDUSB CABLE 24V TO Y CABLE USB-B & HOSIDEN BLACK	each	\$ 28.73
132-8	CyberData	010759B	1.2M POWEREDUSB CABLE 24V TO 1X8 ROHS BLACK	each	\$ 23.21
132-8	CyberData	011351A	10FT POWEREDUSB CABLE 24V TO 25 PIN SERIAL W/ POWER PLUG BLACK	each	\$ 43.98
132-8	CyberData	010967	1M 24V POWERED USB TO USB-B AND	each	\$ 34.21
132-8	Advanced Network Devices	IPBTNIC	IP Button - Informacast Enable	each	\$ 260.75
132-8	Advanced Network Devices	IPBTN	IP Button	each	\$ 260.75
132-8	Advanced Network Devices	IPSWDFM	AND IP Spkr FM with display	each	\$ 738.49
132-8	Advanced Network Devices	IPSWDFMRWB	IP Spkr FM w/disp,flush mount	each	\$ 813.00
132-8	Advanced Network Devices	IPSWDSM	AND IP Spkr SM w/display	each	\$ 745.01
132-8	Advanced Network Devices	IPSWDSMRWB	IP Spkr SM w/display and flash	each	\$ 819.51
132-8	Advanced Network Devices	IPCSSRWB	AND IP Clock Sm w/RWB flash	each	\$ 838.15
132-8	Advanced Network Devices	IPCCLRWB	AND IP Clock Large w/RWB flash	each	\$ 1,024.41
132-8	Advanced Network Devices	IPCCLRWB	AND IP Clock Lrge w/white LED	each	\$ 931.28
132-8	Advanced Network Devices	IPCDSRWB	AND DBL/S Clock w/RWB flash	each	\$ 1,350.35
132-8	Advanced Network Devices	IPSIGNLRWB	AND XLrg IP Signboard w/2 spkr	each	\$ 1,490.05
132-8	Advanced Network Devices	IPSIGNO	Outdoor IP Signboard - multi-c	each	\$ 1,676.30
132-8	Advanced Network Devices	IPSWSSM	IP Speaker SM Audio only	each	\$ 428.38
132-8	Advanced Network Devices	IPSWSFM	IP Speaker FM Audio only	each	\$ 428.38
132-8	Advanced Network Devices	IPSCM	AND IP Speaker Ceiling Mt 2-WA	each	\$ 428.38
132-8	Advanced Network Devices	IPSSM1	IPS SCA-000003-01 Smt Encl for	each	\$ 46.56
132-8	Advanced Network Devices	IPSFM1	Flush Mount Enclosure for IP S	each	\$ 40.04

132-8	Advanced Network Devices	IPSFM2	Flush Mount Back enclosure for	each	\$ 39.80
132-8	Advanced Network Devices	IPSW5	IP Speaker Flush Mount (REQUIR	each	\$ 318.39
132-8	Advanced Network Devices	IPSCMRM	AND Round IP Ceil Spkr pair	each	\$ 428.38
132-8	Advanced Network Devices	IPSWSSMO	Outdoor IP Paging Horn SM	each	\$ 558.76
132-8	Advanced Network Devices	ZONEC2	Zone Controller IP EP AAO	each	\$ 512.20
132-8	Advanced Network Devices	ZONELO	Custom Zone Controller PoE SIP	each	\$ 400.44
132-8	Advanced Network Devices	IPSTROBE	AND IP Strobe End Point PoE	each	\$ 372.51
132-8	Advanced Network Devices	ANDBTNKIT1	AND Button Kit-1 w/v-pb and dc	each	\$ 65.18
132-8	Advanced Network Devices	ANDSTROBEKIT1	AND Strobe Kit w/Daughter card	each	\$ 108.02
132-8	Advanced Network Devices	IPSCMRMBB	AND BB for IPSCM-RM (S)	each	\$ 21.41
132-8	Advanced Network Devices	IPSCMRMBB12	Back Box for IPSCM-RM (Pack of	each	\$ 256.94
132-8	Advanced Network Devices	IPSCMRMCB	AND DCBs for IPSCM-RM (S)	each	\$ 18.62
132-8	Advanced Network Devices	IPSCMRMCB12	Drop Ceiling Brackets for IPSC	each	\$ 223.41
132-8	Advanced Network Devices	IPSCMRMDB	AND D-wCBs for IPSCM-RM (Ind)	each	\$ 8.37
132-8	Advanced Network Devices	IPSCMRMDB12	Dry-wall Ceiling Brackets for	each	\$ 100.48
132-8	Advanced Network Devices	ANDFRAMEIPCSS	Wood Frame for IPCSS-RWB	each	\$ 121.06
132-8	Advanced Network Devices	IPSWDFMIC	IP Spkr FM w/display sw SIS	each	\$ 738.49
132-8	Advanced Network Devices	IPSWDFMRWBIC	IP Spkr FM w/disp,flush mount	each	\$ 813.00
132-8	Advanced Network Devices	IPSWDSMIC	IP Spkr SM w/display sw SIS	each	\$ 745.01
132-8	Advanced Network Devices	IPSWDSMRWBIC	IP Spkr SM w/ disp and fl SIS	each	\$ 819.51
132-8	Advanced Network Devices	IPCSSRWBIC	AND IP Clock Sm w/RWB fl SIS	each	\$ 838.15
132-8	Advanced Network Devices	IPCCLRWBIC	AND IP Clock Lrge w/RWB fl SIS	each	\$ 1,024.41
132-8	Advanced Network Devices	IPCCLRWBIC	AND IP Clock Lrge w/wh LED SIS	each	\$ 931.28
132-8	Advanced Network Devices	IPCDSRWBIC	AND DBL/S Clock w/RWB fl SIS	each	\$ 1,350.35
132-8	Advanced Network Devices	IPSIGNLRWBIC	AND XLrg IP Signbrd w/2spkr IC	each	\$ 1,490.05

132-8	Advanced Network Devices	IPSIGNOIC	Outdoor IP Signboard - multi-c	each	\$ 1,676.30
132-8	Advanced Network Devices	IPSWSSMIC	IP Speaker SM Audio only SIS	each	\$ 428.38
132-8	Advanced Network Devices	IPSWFSMIC	IP Speaker FM Audio only SIS	each	\$ 428.38
132-8	Advanced Network Devices	IPSCMIC	AND IP Spkr Ceil Mt 2-WA SIS	each	\$ 428.38
132-8	Advanced Network Devices	IPSCMRMIC	AND Rnd Ceil Spkr (1 IP 1 Rg)	each	\$ 428.38
132-8	Advanced Network Devices	IPSWSSMOIC	Outdoor IP Paging Horn SM SIS	each	\$ 558.76
132-8	Advanced Network Devices	ZONEC2IC	Zone Controller IP EP AAO SIS	each	\$ 512.20
132-8	Advanced Network Devices	ZONELOIC	Basic Zone Controller (Singlew	each	\$ 400.44
132-8	Advanced Network Devices	ZONESIC	Zone Sensor Interface Controll	each	\$ 447.01
132-8	Advanced Network Devices	ZONESICIC	Zone System Interface Controll	each	\$ 447.01
132-8	Advanced Network Devices	IPSTROBEIC	The AND IP Strobe (For Singlew	each	\$ 372.51

## **TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

***NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.***

### **1. SCOPE**

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

### **2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)**

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

### **3. ORDER**

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

### **4. PERFORMANCE OF SERVICES**

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

### **5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the 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 order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) 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
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim 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 order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

## **6. INSPECTION OF SERVICES**

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS □COMMERCIAL ITEMS (MAR 2009) (ALTERNATE I □□OCT 2008) (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

## **7. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

## **8. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

## **9. INDEPENDENT CONTRACTOR**

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

## **10. ORGANIZATIONAL CONFLICTS OF INTEREST**

### **a. Definitions.**

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule

contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

#### **11. INVOICES**

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

#### **12. PAYMENTS**

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

#### **13. RESUMES**

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

#### **14. INCIDENTAL SUPPORT COSTS**

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

#### **15. APPROVAL OF SUBCONTRACTS**

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

#### **16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING**

**SIN 132-51 IT LABOR CATEGORIES – PRICING**

<b>LABOR CATEGORY</b>	<b>Award date of Mod PS-0005 to 2/14/2019</b>	<b>2/15/2019 to 2/14/2020</b>	<b>2/15/2020 to 2/14/2021</b>	<b>2/15/2021 to 2/14/2022</b>	<b>2/15/2022 to 2/14/2023</b>
Subject Matter Expert	\$291.28	\$300.02	\$309.02	\$318.29	\$327.84
Sr. Enterprise Architect	\$251.79	\$259.34	\$267.12	\$275.14	\$283.39
Sr. Project Manager	\$192.54	\$198.32	\$204.27	\$210.39	\$216.71
Project Manager	\$143.17	\$147.47	\$151.89	\$156.45	\$161.14
Sr. Technical Lead	\$192.54	\$198.32	\$204.27	\$210.39	\$216.71
Sr. Network/Systems Engineer	\$162.92	\$167.81	\$172.84	\$178.03	\$183.37
Network/Systems Engineer	\$133.30	\$137.30	\$141.42	\$145.66	\$150.03
Infrastructure Cabling Designer	\$162.92	\$167.81	\$172.84	\$178.03	\$183.37
Technical Lead**	\$143.17	\$147.47	\$151.89	\$156.45	\$161.14
Technical Support Associate**	\$78.99	\$81.36	\$83.80	\$86.31	\$88.90
Fiber Technician**	\$108.61	\$111.87	\$115.22	\$118.68	\$122.24
Copper Technician**	\$93.80	\$96.61	\$99.51	\$102.50	\$105.57
Field Technician**	\$93.80	\$96.61	\$99.51	\$102.50	\$105.57

## SIN 132-51 DESCRIPTION OF IT SERVICES (Labor Categories)

<i>Title</i>	<i>General Experience</i>	<i>Specific Experience &amp; Position Scope</i>	<i>Education Level/Experience:</i>
Subject Matter Expert	IT Subject Matter Expert possesses at least ten years' experience in information systems management, implementation, technical and functional design, systems development, configuration, or analysis of the specific product or programmatic functions.	Provides technical and managerial expert consultative support to functions as part of the project. Provide experienced, high-level functional system development or analysis. Position incorporates the design, integration, documentation, implementation and analysis on complex problems requiring knowledge of the technical subject matter. Makes recommendations and advises on organization-wide systems improvements, optimization or maintenance efforts for a technical, functional area which may include: Distributed Systems Development, Web, Intranet, Converged Networking, Network Automation, Unified Communication Platforms, Client-Server Development, Database Design and Development, Integration Services, IT Strategic Planning, Systems Analysis and Needs Assessment, and Business Process Design or Reengineering. The IT Subject Matter Expert, based on experience and expertise may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Master's Degree (Information Technology, Business, or relevant subject matter) or equivalent professional experience.
Sr. Enterprise Architect	The Sr. Enterprise Architect possesses at least seven years' experience in information systems implementation, change management efforts or business process redesign.	Sr. Enterprise Architect applies their experienced management skills and specialized functional and technical expertise to guide project teams in delivering client solutions by architecting a customized IT solution for the customer. Sr. Enterprise Architect provide subject matter expertise in industry, process or technology areas. A Sr. Enterprise Architect is qualified to perform such tasks as: A) Plan and manage the work of information systems project teams. B) Design and implement new organization structures. C) Conceptual design along with detail architecture and development of the solution. D) Assist an organization to translate its vision and strategy into core human resource and business processes. E) Lead clients through streamlining, re-engineering and transforming business processes.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacturer Technical Certifications.

Sr. Project Manager	The Sr. Project Manager possesses at least seven years' experience with related IT projects. The Sr. Project Manager has experience planning and managing IT projects and has had extensive experience in the execution of IT projects. They have demonstrated ability to successfully manage large enterprise IT projects to achieve the desired results on schedule and within budget	Sr. Project Manager will provide both high-level and day-to-day direction and management control of large or complex IT projects. The Sr. Project Manager is responsible for developing the overall project work plan and monitors the execution of the project against the work plan. The Sr. Project Manager provides technical and functional guidance to the project teams, monitors the progress of tasks and deliverables, tracks and reports project status to the client, and ensures that all critical project issues are addressed.	Master's Degree (Information Technology or Business) or equivalent professional experience.
Sr. Technical Lead	The Sr. Technical Lead possesses at least five years' experience in information systems implementation, technical and functional design, development, configuration, or leading large IT integration project(s) as a key resource.	Provides technical and managerial expert consultative support to a functional area of the project. Provide extremely detailed functional system development or analysis. Position includes the design, integration, documentation, implementation, and leading the technical team in their day-to-day responsibilities and tasks to execute the project. Makes technical recommendations in the areas such as: Distributed Systems Development, Web, Intranet, Converged Network, Network Automation, Wireless Communication, Client-Server Development, Database Design and Development, Integration Services, IT Strategic Planning, Systems Analysis and Needs Assessment, and Business Process Reengineering. The Sr. Technical Lead, based on experience and expertise may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized Technical Certifications.
Sr. Network/Systems Engineer	Sr. Network/Systems Engineer possesses at least five years' experience in information systems implementation, change management, business process redesign, including at least 12 months experience in advance technologies.	Provides high-level support to the technical team while implementing and deploying the majority of the solution. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. The Sr. Network/Systems Engineer, based on experience and expertise may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacturer Technical Certifications.

Infrastructure Cabling Designer	Infrastructure Cabling Designer possesses at least four years of experience performing network/cabling infrastructure systems design, deployment, testing, conversion, and production support tasks on large-scale campus LAN/MAN Copper or Fiber infrastructure. Infrastructure Cabling Designer has strong analytical and technical skills and has been trained to use best practices in development methodology.	Infrastructure Cabling Designer applies their broad technical skills and expertise to design a network cabling infrastructure for LAN/MAN/WAN or WLAN applications and guide project teams in delivering client solutions. Infrastructure Cabling Designer provides subject matter expertise in industry, process, or technology areas such as Fiber, Copper and related infrastructure components. An Infrastructure Cabling Designer is qualified to perform such tasks as: A) Plan and manage the work of information systems project teams. B) Design and implement new or improved existing Communication Infrastructure Networks. C) Conceptual design and development of training curricula. D) Assist an organization to translate its vision and strategy into core human resource and business processes. E) Lead clients through streamlining, re-engineering and transforming business processes.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience.
Technical Lead**	The Technical Lead possesses at least three years' experience in information systems implementation, technical and functional design, development, configuration, or leading IT integration project(s) as a resource.	Provide very detailed functional system development or analysis. Position includes design, integration, documentation, implementation and leading the technical team in their day-to-day responsibilities and tasks to execute the project. Contributes and directly contributes to the project success in the areas such as: Distributed Systems Development, Web, Intranet, Converged Network, Network Automation, Wireless Communication, Client-Server Development, Database Design and Development, Integration Services, IT Strategic Planning, Systems Analysis and Needs Assessment, and Business Process Engineering and Reengineering.	Associate's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacture Technical Certifications.
Project Manager	The Project Manager possesses at least three years' experience with related IT projects, planning, and managing IT projects and has extensive experience in the execution of IT projects. They have demonstrated the ability to manage IT projects to achieve the desired results on schedule and within budget.	The Project Manager provides day-to-day direction and control of IT projects. The Project Manager is responsible for developing the project/task work plan and monitors progress against the work plan. They provide technical and functional guidance to the project teams, monitor the progress of tasks and deliverables, track and report the project status to project and program management, and ensure that all critical project issues are addressed.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience.

Network/Systems Engineer	The Network/Systems Engineer possesses at least three years' experience in information systems implementation, change management efforts or business process redesign, including at least 6 months experience in advance technologies.	Contribute in the execution of the day-to-day tasks and support of the project along with implementing and deploying the major portions of the solution. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. The Network/Systems Engineer, based on experience and expertise, may be involved in any or all stages of a project to include: consulting, design, development, implementation, operation and/or training.	Bachelor's Degree (Information Technology or Business) or equivalent professional experience with specialized manufacturer Technical Certifications.
Fiber Technician**	The Fiber Technician possesses at least three years' experience in LAN/MAN and WAN Fiber Optic Network Infrastructure, installation, testing, termination, troubleshooting and a major contributor to the project.	The Fiber Technician applies their specialized technical skills of Fiber Optic Single mode and Multimode solutions along with technical expertise to support LAN/MAN/WAN and/or WLAN infrastructure. A Fiber Technician is qualified to perform such tasks as: A) Install and terminate Fiber Optic cables and connectors; B) Troubleshoot and implement new or existing Fiber Optic Infrastructure Networks; C) Test and Documentation of the infrastructure system; D) Install and troubleshoot rack infrastructure systems to maintain and house the cabling solution; E) Install and connect the Network Electronic components required to utilize the physical layer infrastructure.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.
Copper Technician **	The Copper Technician possesses at least three years' experience in LAN/MAN and WAN Copper Network Infrastructures such as CAT5, CAT6 or CAT7 cabling solution, installation, testing, termination, troubleshooting, and a major contributor to the project.	The Copper Technician applies their specialized technical skills of Copper Network Infrastructure such as CAT5, CAT6 or CAT7 cabling solutions, along with technical expertise to support LAN/MAN/WAN and/or WLAN infrastructure. A Copper Technician is qualified to perform such tasks as: A) Install and terminate outdoor/indoor copper cables and connectors; B) Troubleshoot and implement new or existing copper infrastructure networks; C) Test and Documentation of the infrastructure system; D) Install and troubleshoot rack infrastructure systems to maintain and house the cabling solution; E) Install and connect the Network Electronic components required to utilize the physical layer infrastructure.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.

Field Technician **	The Field Technician possesses at least three years' experience in LAN/MAN and WAN Infrastructure installation, testing, termination, troubleshooting of IT Equipment, and a contributor to the project.	The Field Technician analyses functional and technical requirements, prepares system designs and specifications, and perform system development, testing, conversion, and production support tasks. They also develop required systems and operation documentation. A Field Technician is qualified to perform such tasks as: A) Install of network and systems per design specifications; B) Troubleshoot and implement new or existing systems/networks; C) Test and documentation of the systems/networks.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.
Technical Support Associate **	Technical Support Associate possesses at least eighteen months experience in Information Technology. Typically has specialization in particular software or business application utilized in an end-user environment.	Provides high-level support to users. Applies expertise and knowledge of state-of-the-art software, hardware, network infrastructure, and/or information technology to troubleshoot complex user/system problems. The Technical Support Associate, based on experience and expertise, may be involved in any or all stages of a project to include: consulting, support, implementation, operation and/or training.	Associate's Degree (Information Technology or Business) or equivalent professional experience or specialized manufacturer Technical Certifications.

The Service Contract Act (SCA) is applicable to this contract and it includes SCA applicable labor categories. The prices for the indicated (\*\*) SCA labor categories are based on the U.S. Department of Labor Wage Determination Number(s) identified in the SCA matrix. The prices awarded are in line with the geographic scope of the contract (i.e. nationwide).

### SCA Wage Determination

Labor Category	SCA Equivalent Code	Occupation Code	WD Number	Date of Revision
Technical Lead	Engineering Technician VI	30086	2015-5641	7/3/2018
Fiber Technician	Engineering Technician V	30085	2015-5641	7/3/2018
Copper Technician	Engineering Technician IV	30084	2015-5641	7/3/2018
Field Technician	Engineering Technician IV	30084	2015-5641	7/3/2018
Technical Support Associate	System Support Specialist	14170	2015-5641	7/3/2018

**EXHIBIT "C"**

<b>SITE</b>	<b>Quantity</b>	<b>DELIVERY DATE</b>	<b>COMPLETION DATE</b>	<b>PRODUCT NUMBERS</b>
Abbott Middle School	12	By 9/15/2021	December 13, 2021	SV11-HW
Bayside Academy	12	By 9/15/2021	January 10, 2022	SV11-HW
Borel Middle School	17	By 9/15/2021	November 15, 2021	SV11-HW
Bowditch Middle School	10	By 10/31/2021	February 28, 2022	SV11-HW
North Shoreview	2	By 9/15/2021	January 31, 2022	SV11-HW

**\*\* Draft copy. For reference only. Dates are subject to change due to other prerequisites and unknowns.**