



**SANTA MARIA PUBLIC AIRPORT DISTRICT
BOARD OF DIRECTORS**

**Thursday
September 9, 2021**

**Virtual Meeting
Zoom Meeting: [Zoom.us](https://zoom.us)
Meeting ID: [820 6332 8775](https://zoom.us/j/82063328775)
Meeting Password: 3217
7:00 P.M.**

**REGULAR MEETING
A G E N D A**

This agenda is prepared and posted pursuant to the requirements of the California Government Code Section 54954.2. By listing a topic on this agenda, the Santa Maria Public Airport District has expressed its intent to discuss and act on each item. The Santa Maria Public Airport District welcomes orderly participation at its meetings from all members of the public. This includes assistance under the Americans with Disabilities Act to provide an equally effective opportunity for individuals with a disability to participate in and benefit from District activities. To request assistance with disability accommodation, please call (805) 922-1726. Notification at least 48 hours prior to the meeting would enable the Santa Maria Public Airport District to make reasonable arrangements to ensure accessibility to this meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: Brown, Engel, Rafferty, Adams, Baskett

- 1. MINUTES OF THE REGULAR MEETING HELD August 26, 2021.**
- 2. COMMITTEE REPORT(S):**
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc)**
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc)**
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc)**
 - d) CITY & COUNTY LIAISON**
 - e) STATE & FEDERAL LIAISON**
 - f) VANDENBERG LIAISON**
 - g) BUSINESS PARK COMMITTEE (Ad Hoc)**
- 3. GENERAL MANAGER'S REPORT**
- 4. MANAGER OF FINANCE & ADMINISTRATION REPORT**
 - a) Demand Register**

5. **DISTRICT COUNSEL’S REPORT. (Joshua George and Natalie Frye Laacke)**
6. **PUBLIC SESSION:** Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the “raise hand” feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

Please raise your hand in the following ways:

Telephone: Press “*9” to raise your hand and notify the meeting Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

Computer and Mobile: Click the “raise hand” button to notify the Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

7. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND QOVO SOLUTIONS, INC. FOR THE VIDEO SURVEILLANCE UPGRADES.**
8. **AUTHORIZATION TO INCLUDE ADDITIONAL VIDEO SURVEILLANCE UPGRADES AS LISTED AS ADDITIVE OPTIONS “1” AND “2” IN THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND QOVO SOLUTIONS, INC.**
9. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SECOND AMENDMENT OF LEASE BETWEEN THE DISTRICT AND G3, LLC**
10. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE FIRST AMENDMENT OF THE OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT BETWEEN THE DISTRICT AND G3, LLC**
11. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE BUILDING SPACE LEASE BETWEEN THE DISTRICT AND FANAIR FOR 3123 LIBERATOR ST.**
12. **AUTHORIZATION FOR THE PRESIDENT AND SECRETARY TO EXECUTE THE SERVICE AGREEMENT BETWEEN THE DISTRICT AND COLLECTIVE STRATEGIES AND COMMUNICATIONS, LLC FOR FEDERAL LOBBYING SERVICES.**

13. **CLOSED SESSION.** The Board will hold a Closed Session to discuss the following item(s):
 - a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10, APN 111-231-11, AND APN 111-231-17 (Gov. Code Section 54956.8)
 - b) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445.
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444.
 - d) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): Two Cases
14. **DIRECTORS' COMMENTS.**
15. **ADJOURNMENT.**

MINUTES OF THE REGULAR BOARD
MEETING OF THE BOARD OF DIRECTORS
OF THE SANTA MARIA PUBLIC AIRPORT
DISTRICT HELD AUGUST 26, 2021

The Board of Directors of the Santa Maria Public Airport District held a Regular Meeting via a virtual meeting at 7:00 p.m. Present were Directors Brown, Engel, Rafferty, Adams and Baskett. General Manager Hastert, Manager of Finance & Administration Reade and District Counsel George. Director Engel arrived at 7:15pm.

1. MINUTES OF THE REGULAR MEETING HELD August 12, 2021. Director Rafferty made a Motion to approve the minutes of the regular meeting held August 12, 2021. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted "Yes".
2. COMMITTEE REPORT(S):
 - a) AVIATION SUPPORT & PLANNING (Standing or Ad Hoc) – No meeting scheduled.
 - b) ADMINISTRATION & FINANCIAL (Standing or Ad Hoc) – No meeting scheduled.
 - c) MARKETING & PROMOTIONS (Standing or Ad Hoc) – No meeting scheduled.
 - d) CITY & COUNTY LIAISON – No meeting scheduled.
 - e) STATE & FEDERAL LIAISON – The committee met with a lobbyist.
 - f) VANDENBERG LIAISON – No meeting scheduled.
 - g) BUSINESS PARK COMMITTEE (Ad Hoc) – The committee met and toured the RRM facility.
3. GENERAL MANAGER'S REPORT. Mr. Hastert updated the Board on meetings he attended which included the Cal Poly Economic Forum, Fanair Flight School, Qovo and discussions related to the Airpark Drive extension. He also notified them of an upcoming runway closure and of the recent Air Force operations.

The Manager of Finance & Administration presented the Demand Register to the Board for review and approval.

- a) Demand Register. The Demand Register, covering warrants 069371 through 069417 in the amount of \$156,344.50 was recommended for approval as presented. Director Baskett made a Motion to accept the Demand Register as presented. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted "Yes".
- b) Budget to Actual. Received and filed.
- c) Financial Statements. Received and filed.

- d) Budget Deviations. Director Rafferty made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Rafferty, Adams and Baskett voted "Yes".

5. DISTRICT COUNSEL'S REPORT. Nothing to report.
6. PUBLIC SESSION: Statements from the public will be heard during public session. Requests requiring board action will be referred to staff and brought on the next appropriate agenda. Members of the public may use the "raise hand" feature to be put in a speaking queue. Public comment will be limited to three (3) minutes. If a speaker continues speaking after being notified of the end of their public comment period, the meeting Host will mute the speaker and move on to the next person in the queue.

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Computer and Mobile: Click the "raise hand" button to notify the Host. You will be placed in the queue and unmuted, in order, so that you may provide public comment.

No one requested to speak.

7. Discussion and direction to staff regarding hangar rates for tenants housing non-airworthy aircraft in District hangars. Discussion was held and direction was given to meet at the committee level and bring more information to the next meeting.
8. Discussion and direction to staff regarding Airpark Drive Extension Phase 1 (Runway Threshold Relocation). Discussion was held and direction was given to staff. Director Adams made a Motion to move forward with the project. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".
9. Authorization for the President and Secretary to execute the First Amendment of Ground Lease between the District and Martin Testa, DBA Testa Catering for the vehicle parking lot. Director Baskett made a Motion to approve. Director Adams Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".
10. Authorization for the President and Secretary to execute the renewal agreement between the District and ProDIGIQ. Director Engel made a Motion to approve. Director Baskett Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".
11. Authorization for the President and Secretary to execute the Service Agreement between the District and RRM Design Group for the Santa Maria Airport Business Park Specific Plan. Director Engel made a Motion to approve. Director Rafferty Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".
12. Authorization for District Counsel to engage demographics consultant, Cooperative Strategies, to assess the District's voting areas and the 2020 census data. Director

Rafferty made a Motion to approve. Director Engel Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".

13. CLOSED SESSION. At 7:37 p.m. the Board went into Closed Session to discuss the following item(s):
- a) Conference with Real Property Negotiators (Chris Hastert, Tom Ross, and District Counsel) Re: APN 111-231-10 and APN 111-231-11, APN 111-231-17(Gov. Code Section 54956.8)
 - b) Significant exposure to litigation pursuant to Gov. Code Section 54956.9(b): One Case
 - c) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Smith, Santa Barbara Superior Court Case No. 20CV04445
 - d) Conference with Legal Counsel-Existing Litigation pursuant to Paragraph (1) of subdivision (d) of Section 54956.9-SMPAD v. Baskett, Santa Barbara Superior Court Case No. 20CV04444

At 8:09 p.m., the Board and staff reconvened to Open Public Session.

There were no reportable actions.

14. DIRECTORS' COMMENTS: Directors Brown, Engel and Adams had no comment.

Director Baskett asked if there were any recent reports of crime on airport property.

Director Rafferty will not be available next week as he will be attending the CSDA Conference.

15. ADJOURNMENT. President Brown asked for a Motion to adjourn to a Regular Meeting to be held on September 9, 2021, at 7:00 p.m. via a virtual meeting. Director Rafferty made that Motion, Director Engel Seconded and it was carried by the following roll call vote. Directors Brown, Engel, Rafferty, Adams and Baskett voted "Yes".

ORDER OF ADJOURNMENT

This Regular Meeting of the Board of Directors of the Santa Maria Public Airport District is hereby adjourned at 8:11 p.m. on August 26, 2021.

Steve Brown, President

Hugh Rafferty, Secretary

2021-2022

**DEMAND REGISTER
SANTA MARIA PUBLIC AIRPORT DISTRICT**

Full consideration has been received by the Santa Maria Public Airport District for each demand, numbers 069418 to 069451 and electronic payments on Pacific Premier Bank and in the total amount of \$82,534.65.

CHRIS HASTERT
GENERAL MANAGER

DATE

The undersigned certifies that the attached register of audited demands of the Santa Maria Public Airport District for each demand, numbers 069418 to 069451 and electronic payments on Pacific Premier Bank in the total amount of \$82,534.65 has been approved as being in conformity with the budget approved by the Santa Maria Public Airport District and funds are available for their payment.

VERONEKA READE
MANAGER OF FINANCE AND ADMINISTRATION

DATE

THE BOARD OF DIRECTORS OF THE SANTA MARIA PUBLIC AIRPORT DISTRICT APPROVED PAYMENT OF THE ATTACHED WARRANTS AT THE MEETING OF SEPTEMBER 9, 2021.

HUGH RAFFERTY
SECRETARY

Santa Maria Public Airport District

Demand Register

| Check Number | Check Date | Vendor Name | Check Amount | Description |
|--------------|------------|------------------------------|--------------|---------------------------------|
| * 069418 | 8/31/2021 | Aflac | \$416.34 | Voluntary Ins. - Employee |
| * 069419 | 8/31/2021 | Airflow Filter Service, Inc. | \$471.58 | Building Maint. - Terminal |
| * 069420 | 8/31/2021 | American Industrial Supply | \$36.87 | Lighting & Nav Aid Maint. |
| * 069421 | 8/31/2021 | AT&T | \$134.16 | Phone Service |
| * 069422 | 8/31/2021 | Bedford Enterprises, Inc. | \$216.63 | Maintenance - Hangar Area |
| * 069423 | 8/31/2021 | Berchtold Equipment Company | \$1,720.66 | Heavy Equip Maint - Mechanical |
| * 069424 | 8/31/2021 | BMI PacWest | \$2,034.03 | Buildg. Maint. - Terminal |
| * 069425 | 8/31/2021 | Boyer's Diesel | \$350.00 | Heavy Equipment Maint. |
| * 069426 | 8/31/2021 | James Ciontea | \$293.00 | Lease Termination Refund |
| * 069427 | 8/31/2021 | City of Santa Maria | \$446.36 | Construction Meter Fees |
| * 069428 | 8/31/2021 | Clark Pest Control | \$925.00 | Weed/Vector Control |
| * 069429 | 8/31/2021 | Coastline Equipment Company | \$201.94 | Heavy Equipment Maint.- Mech. |
| * 069430 | 8/31/2021 | De Lage Landen | \$23.66 | Lease/Maint. - Copier |
| * 069431 | 8/31/2021 | Electronic Parts Store | \$76.85 | Lighting & Nav Aid Maint. |
| * 069432 | 8/31/2021 | Fastenal Company | \$60.51 | Shop Supplies |
| * 069433 | 8/31/2021 | Frontier Communications | \$809.66 | Telephone Service |
| * 069434 | 8/31/2021 | The Gas Company | \$169.66 | Utilities |
| * 069435 | 8/31/2021 | Grainger | \$927.79 | Lighting & Nav Aid Maintenance |
| * 069436 | 8/31/2021 | Chris Hastert | \$519.68 | Expense - Travel |
| * 069437 | 8/31/2021 | Ray Heath | \$3,575.20 | Consulting Service |
| * 069438 | 8/31/2021 | Home Depot | \$714.39 | Building Maintenance |
| * 069439 | 8/31/2021 | Industrial Medical Group | \$155.00 | Employee Recruitment |
| * 069440 | 8/31/2021 | J B Dewar, Inc | \$1,095.31 | Fuel Expense - Gas/Diesel |
| * 069441 | 8/31/2021 | J.D. Humann Landscape Contr. | \$108.26 | Landscape Maintenance |
| * 069442 | 8/31/2021 | Letters, Inc. | \$76.00 | Auto Maintenance |
| * 069443 | 8/31/2021 | Mission Uniform Service | \$397.12 | Uniform Service |
| * 069444 | 8/31/2021 | Oberon3, Inc | \$50.00 | Building Maintenance - Terminal |

Santa Maria Public Airport District

Demand Register

| Check Number | Check Date | Vendor Name | Check Amount | Description |
|-----------------|------------|---------------------------|---------------------------|----------------------------------|
| * 069445 | 8/31/2021 | Outdoor Supply Hardware | \$184.34 | Hardware & Supplies |
| * 069446 | 8/31/2021 | Pat's Automotive | \$394.29 | Auto Maint. - Mechanical |
| * 069447 | 8/31/2021 | Principal Financial Group | \$2,053.05 | Dental, Life, Disability, Vision |
| * 069448 | 8/31/2021 | San Luis Powerhouse | \$555.00 | Generator Maintenance |
| * 069449 | 8/31/2021 | Sherwin-Williams | \$82.05 | Building Maintenance-Terminal |
| * 069450 | 8/31/2021 | Verizon Wireless | \$739.79 | Mobile Devices |
| * 069451 | 8/31/2021 | Western Propane Service | \$55.12 | Maintenance Supplies |
| Subtotal | | | <u>\$20,069.30</u> | |
| ACH | 8/26/2021 | Umpqua Bank | \$7,345.34 | Conferences, Dues, Security Svcs |
| ACH | 8/31/2021 | CalPers | \$5,925.11 | Employee Retirement |
| ACH | 8/31/2021 | Mass Mutual | \$4,328.14 | Employee Paid Retirement |
| ACH | 9/1/2021 | CalPers | \$12,773.83 | Health Insurance |
| ACH | 9/1/2021 | Xerox | \$536.53 | Copier |
| ACH | 9/2/2021 | Paychex | \$24,815.56 | Payroll |
| ACH | 9/2/2021 | Pacific Premier Bank | \$910.33 | Credit Card Fees |
| ACH | 9/3/2021 | Paychex | \$5,385.12 | Payroll Taxes |
| ACH | 9/3/2021 | Paychex | \$192.57 | Paychex Invoice |
| ACH | 9/3/2021 | Ready Refresh | \$252.82 | Water Delivery |
| Subtotal | | | <u>\$62,465.35</u> | |
| Total | | | <u><u>\$82,534.65</u></u> | |



September 9, 2021

Item 7
9-9-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Service Agreement between the District and QOVO Solutions Inc. for Video Surveillance Upgrades.

Recommendation:

Staff recommends that the Board of Directors authorize the General Manager to execute a service agreement and other required documentation including CMAS (California Multiple Award Schedules) certifications between the District and QOVO Solutions for the installation of Video Surveillance Upgrades at the Santa Maria Airport.

Discussion:

Staff recommends authorization for the General Manager to proceed with the Video Surveillance upgrade project and execute necessary agreements and documentation with QOVO Solutions Inc., utilizing the California Multiple Award Schedules (CMAS) for the purchase of 51 Verkada Cameras with licensing for 5 years and low voltage work required for installation. The California Multiple Award Schedules (CMAS) offers a wide variety of commodity, non-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The CMAS Program creates a pool of suppliers that an agency can solicit offers from. When utilized correctly, CMAS streamlines the procurement process. This form of procurement differs from the competitive bid process. The use of CMAS is optional and is available to state and local government agencies.

This Project will upgrade the existing 45 cameras (31 currently working) and install an additional 6 cameras for better coverage of the terminal area. Average cost per camera including installation and network infrastructure is \$4,013 for a total contract price of \$204,684.38. The approved Capital amount budgeted is \$200,000, which will create a budget shortfall of \$4,684.38 or 2.3% above staff estimates.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert", is written over a light blue circular graphic element.

Chris Hastert, CM
General Manager



We have prepared a quote for you

**Santa Maria Airport - Video Surveillance Upgrade
Phase 1**

Quote # Q-NK003529
Version 1

Prepared for:

Santa Maria Airport

Chris Hastert
chastert@santamariaairport.com

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Monday, August 30, 2021

Santa Maria Airport
Chris Hastert
3217 Terminal Dr
Santa Maria, CA 93455
chastert@santamariaairport.com

Dear Chris,

QOVO Solutions, Inc. is pleased to present this proposal for hardware and services as requested. We pride ourselves on the quality and simplicity of the solutions that we deliver, and our company was founded on the philosophy that the customer makes the business.

The following is included in this proposal:

This proposal provides for the installation of 51-Verkada surveillance cameras at the Santa Maria Airport. The goal is to provide detailed coverage throughout the airport and around the perimeter. Some cameras will be placed on towers that the Santa Maria airport will provide. Additionally, three viewing stations are included in the quote for security personnel to easily access and footage in real-time. Also included are all mounting hardware, wiring, licensing, and installation, including configuration and customer hand-off with documentation and training proposed with optional additional items (specified optional).

Hardware licensing as support is specified with advanced hardware replacement and 7x24 support available through the hardware manufacturer.

- 1 - CD41-30 5MP Interior camera (Under CMAS Certification)
- 8 - CD61-30 4k Interior cameras (Under CMAS Certification)
- 11 - CD51-30E 5MP Exterior zoom cameras (Under CMAS Certification)
- 4 - CD61-30E 4K Exterior Zoom cameras (Under CMAS Certification)
- 18 - CB51-30E 5MP Exterior cameras (Under CMAS Certification)
- 5 - CB61-30E 4K Exterior Bullet cameras (Under CMAS Certification)
- 4 - CB51-30TE 5MP Exterior LPR cameras (Under CMAS Certification)
- 51 - Verkada 5-year Licenses (Under CMAS Certification)
- 3 - VX Viewing stations and monitors (Under CMAS Certification)
- Wiring and installation of said equipment affixed to existing structures (Under CMAS Certification)
- Ongoing maintenance is quoted as optional and is highly recommended as it will cover all labor to replace cameras and switches if needed. Also, include quarterly as-needed cleanings.

This section needs to include all details on all versions of the proposal.

Ongoing maintenance as proposed and available through QOVO Solutions, Inc. (QSI) is typically proposed monthly, quarterly or yearly.

QOVO is a CMAS approved vendor. In situations where CMAS approved hardware or services are proposed, all pricing will be at or below CMAS approved pricing.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Please do not hesitate to let us know if there are any questions.

Sincerely;

A handwritten signature in black ink that reads 'Nick Kygar'.

Nick Kygar
Sales
QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Santa Maria Airport - Video Surveillance Upgrade Phase 1



Prepared by:

QOVO Solutions, Inc.

Nick Kygar
844-768-6462
nick@qovoinc.com

Prepared for:

Santa Maria Airport

3217 Terminal Dr
Santa Maria, CA 93455
Chris Hastert

chastert@santamariaairport.com

Quote Information:

Quote #: Q-NK003529

Version: 1
Delivery Date: 08/29/2021
Expiration Date: 09/15/2021

Quote Summary

| Description | Amount |
|--------------------------|---------------------|
| HARDWARE | \$105,710.92 |
| LICENSING & MFR. SUPPORT | \$31,161.00 |
| PROFESSIONAL SERVICES | \$57,276.73 |
| Subtotal: | \$194,148.65 |
| Shipping: | \$1,286.00 |
| Estimated Tax: | \$9,249.73 |
| Total: | \$204,684.38 |

Monthly Expenses Summary

| Description | Amount |
|--------------------------------|-----------------|
| SURVEILLANCE SUPPORT - MONTHLY | \$328.00 |
| Monthly Total: | \$328.00 |

Payment Details

| Description | Payments | Interval | Amount |
|---|----------|----------|--------------|
| Mobilization Deposit | | | |
| Mobilization Deposit Billed Upon Approved Contract. | 1 | One-Time | \$102,342.19 |
| Progress Billing | | | |
| Progress Billing @ 100% Completion | 1 | One-Time | \$102,342.19 |

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



TERMS AND CONDITIONS

PRICING:

Quote is valid for 30 days from issuance.

PAYMENT TERMS: Net 30

Taxes, shipping, handling and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors.

LATE PAYMENT POLICY:

Penalties will be applied to all late payment of 3% of the outstanding value.

PURCHASE ORDERS:

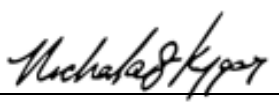
In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the terms and conditions of this quote. If you have any questions, please contact your sales representative directly.

COMMUNICATIONS:

The information contained in this transmission may be confidential. Any disclosure, copying, or further distribution of confidential information is not permitted unless such privilege is explicitly granted in writing by QOVO Solutions, Inc.(QSI). QSI reserves the right to have electronic communications, including email and attachments, sent across its networks filtered through anti-virus and spam software programs and retain such messages in order to comply with applicable data security and retention requirements. QSI is not responsible for the proper and complete transmission of the substance of this communication or for any delay in its receipt.

QOVO Solutions, Inc.

Santa Maria Airport

Signature: 
Name: Nick Kygar
Title: Sales
Date: 08/29/2021

Signature: _____
Name: Chris Hastert
Date: _____



State of California

MULTIPLE AWARD SCHEDULE

QOVO Solutions, Inc. doing business as

Qovo Communications

| | |
|-----------------------------------|---|
| CMAS NUMBER: | 3-20-70-3841A |
| AMENDMENT NUMBER: | N/A |
| CMAS TERM DATES: | 7/17/2020 through 6/26/2022 |
| CMAS CATEGORY: | Information Technology Goods & Services |
| APPLICABLE TERMS & CONDITIONS: | <u>June 7, 2019</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&hash=B41342080DE511121ECC253A04D62AC90CED6123) |
| FOR USE BY: | State & Local Government Agencies |
| BASE GSA SCHEDULE #: | GS-35F-0511T |
| BASE SCHEDULE HOLDER: | EC America, Inc. |

This CMAS provides for the purchase, warranty, and installation of hardware and maintenance services. (See page 3 for the specific brands and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts) (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts) under the Resources heading. This requirement is not applicable to local government entities.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE EC AMERICA, INC. GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS.

Original Signature on File

Effective Date: **7/17/2017**

MARISA TRUAX, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841A

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products being procured. Service specific letters of authorization are required if the CMAS vendor is providing installation, maintenance, and repair services.

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

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated June 7, 2019.

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841A**

CMAS PRODUCT & SERVICE CODES

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

Brand-Cisco
Brand-Meraki
Hardware-Computer
LAN/WAN-Component
LAN/WAN-System
WAN/LAN-Wireless Network
Router-Network

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturers listed below are available within the scope of this CMAS:

Cisco
Meraki

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule. Access the [GSA eLibrary](http://www.gsaelibrary.gsa.gov) at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule Number GS-35F-0511T (EC AMERICA, INC.) with a GSA term of 6/27/2007 through 6/26/2022.

Replace “EC America, Inc.” with “Qovo Communications” where “EC America, Inc.” is referenced in the federal GSA multiple award Contract Terms and Conditions.

EXCLUDED PRODUCTS AND/OR SERVICES

Repair service, repair parts/spare parts, software licenses, software maintenance as a service, cloud computing services, continuous diagnostics and mitigation tools, training courses, Information Technology (IT) consulting services, electronic commerce services, Order-Level Materials, and public works services with a requirement for State contractor licensing are not available under this CMAS.

ISSUE PURCHASE ORDER TO

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

**Qovo Communications
521 Charcot Ave, Suite 239B
San Jose, CA 95131
Attn: Garth Gilmour**

E-mail: garth@qovoinc.com

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

**Contact: Garth Gilmour
Phone: (844) 768-6462
E-mail: garth@qovoinc.com**

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.**

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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.

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.

CALIFORNIA SELLER'S PERMIT

Qovo Communications' California Seller's Permit Number is 103158711. 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).

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 3 of this CMAS.

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

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.

WARRANTY

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

DELIVERY

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

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

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).

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HOW TO USE CMAS

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

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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), select Standard STD Forms.

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

2. Local Governmental Departments:

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

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

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

2. Service and Delivery after CMAS Expiration

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

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) 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.

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- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

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). This only applies to the first amendment. The time shall not exceed one year or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

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

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 CMAS purchase orders:

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

CMAS CONTRACTOR OWNERSHIP INFORMATION

Qovo Communications 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.

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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) 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.

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - 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 small business 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 small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

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NEW EQUIPMENT REQUIRED

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

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

SPECIAL MANUFACTURED GOODS

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

TRADE-IN EQUIPMENT

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

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

**STATE AGENCY BUY RECYCLED
CAMPAIGN (SABRC)**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STANDARD 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

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Information for submitting a STANDARD 152 can be found on the DGS OFAM surplus property website (www.dgs.ca.gov/RES/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

Information on the CALPIA E-Waste Program can be found at: catalog.calpia.ca.gov/services/e-waste/.

The E-Waste Exemption Request Form EWR-F400 can be found at: www.calpia.ca.gov/calpia/assets/File/ewaste/F400.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.

PRODUCT INSTALLATION

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

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

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

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

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

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

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

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

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

Qovo Communications' California Contractor's License number is 1058025. This is a Class C-7 Low Voltage Systems license that is valid through 9/30/2021.

Cable and Wire: Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

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.

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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.

| Cost | Installation | Final Bid Submission |
|--------------------------|--------------|----------------------|
| 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.

| Cost | Installation | Final Bid Submission |
|--------------------------|--------------|----------------------|
| 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 |

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 contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.

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6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume 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.

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UPDATES AND/OR CHANGES

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

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

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

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the 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 federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

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

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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 office(s). 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).

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to **1.25%** 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 above referenced DGS administrative fee.

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

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

4. Contractor Invoices

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

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

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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

Qovo Communications 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.

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 email at 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 email at kristopher.bianchini@dgs.ca.gov for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841A**

9. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

**CONTRACTOR QUARTERLY REPORT
PROCESS**

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

This report shall be mailed to:

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

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

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

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the [CMAS website](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) (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”.

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

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841A**

- 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 (see more information below).
- New CMAS agreements, renewals, extensions, and amendments will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

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

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

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to **1.25%** of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional **1.25%** charge on a separate line item to cover the incentive fee. The CMAS contractor must include the **1.25%** incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

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

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

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

OBTAINING COPY OF ORIGINAL CMAS AND AMENDMENTS

A copy of a CMAS and amendments, if any, can be obtained at 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.
- Federal GSA terms and conditions
- Product/service listing and prices

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841A**

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

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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

AGENCY RESPONSIBILITY

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

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

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

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

CONFLICT OF INTEREST

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

FEDERAL DEBARMENT

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

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

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841A**

**LIQUIDATED DAMAGES FOR LATE
DELIVERY**

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

ACCEPTANCE TESTING CRITERIA

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

AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

**DGS PROCUREMENT DIVISION CONTACT
AND PHONE NUMBER**

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

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (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

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

Reporting Calendar Year: _____

Revision ☐

CMAS Number: _____

Reporting Quarter:

☐ Q1 (January to March)

☐ Q2 (April to June)

☐ Q3 (July to September)

☐ Q4 (October to December)

For Questions Regarding this Report Contact:

Name: _____

Phone Number: _____

E-mail: _____

Check Here if No New Orders for This Quarter ☐

STATE GOVERNMENT AGENCY PURCHASES

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

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

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

Total Local Government Agency Dollars for Quarter: \$ _____

1.25% Remitted to DGS (does not apply to CA certified Small Businesses): \$ _____

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

ATTACHMENT B

CMAS Quarterly Business Activity Report

Instructions for **completing** the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per Purchase Order** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1.25% Remitted to DGS** - Identify **1.25%** of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

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

State of California

MULTIPLE AWARD SCHEDULE

QOVO Solutions, Inc., dba

Qovo Communications

| | |
|--------------------------------|---|
| CMAS NUMBER: | 3-20-70-3841B |
| CMAS TERM DATES: | 9/25/2020 through 9/15/2024 |
| CMAS CATEGORY: | Information Technology Goods & Services |
| APPLICABLE TERMS & CONDITIONS: | <u>June 7, 2019</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&hash=B41342080DE511121ECC253A04D62AC90CED6123) |
| MAXIMUM ORDER LIMIT: | State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited |
| FOR USE BY: | State & Local Government Agencies |
| BASE SCHEDULE #: | GS-35F-0711V |
| BASE SCHEDULE HOLDER: | Comnet Communications |

This CMAS provides for the purchase, warranty, and installation of hardware.
(See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [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.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products being procured. Service specific letters of authorization are required if the CMAS vendor is providing installation, maintenance, and repair services.

Original Signature on File

Effective Date: **9/25/2020**

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B

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

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

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)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B**

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-Chatsworth
Brand-Corning
Brand-General Cable
Brand-Gruber
Brand-Hitachi
Brand-Leviton
Brand-Panduit
Brand-Superior Essex
Service-Telecom Cabling

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 are currently available on the base General Services Administration (GSA) schedule. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Order-Level Materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

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

**Qovo Communications
521 Charcot Avenue, Suite 239B
San Jose, CA 95131
Attn: Garth Gilmour**

E-mail: garth@qovoinc.com

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

**Contact: Garth Gilmour
Phone: (844) 768-6462
E-mail: garth@qovoinc.com**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B**

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.

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.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 103158711. 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).

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.

WARRANTY

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

DELIVERY

5-7 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B**

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).

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) 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.
- 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B**

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), select Standard STD Forms.

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

2. Local Governmental Departments:

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

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

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

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B

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.

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.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B

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) 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.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B**

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.

SPECIAL MANUFACTURED GOODS

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
QOVO COMMUNICATIONS
CMAS NO. 3-20-70-3841B**

PRODUCT INSTALLATION

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

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

TRADE-IN EQUIPMENT

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

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

STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

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Information for submitting a Standard 152 can be found on the DGS OFAM surplus property website (www.dgs.ca.gov/RES/RESOURCES/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

Information on the CALPIA E-Waste Program can be found at: www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

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

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.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the Department of General Services (DGS), Real Estate Services Division (RES) website (www.dgs.ca.gov/RES) if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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The CMAS contractor's California Contractor's License number is 1058025. This is a Class C-7 and C10 license that is valid through 9/30/2021.

Cable and Wire: Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

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.

| Cost | Installation | Final Bid Submission |
|--------------------------|---------------------|-----------------------------|
| 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 |

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

| Cost | Installation | Final Bid Submission |
|--------------------------|---------------------|-----------------------------|
| 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 |

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.

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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)
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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.

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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).

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.

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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 SMar State Financial Marketplace. Buyers may contact the GS SMar Administrator, Kris Bianchini via e-mail at 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 SMar and/or Lease SMar). 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 SMar Administrator, Kris Bianchini via e-mail at 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

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) and then select "File a CMAS Quarterly Report".

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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.

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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 (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.

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DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone # (916) 375-4365

**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

State of California

MULTIPLE AWARD SCHEDULE

Verkada Inc.

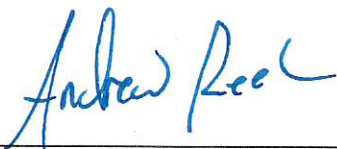
| | |
|--------------------------------|---|
| CMAS NUMBER: | 3-19-00-0523A |
| SUPPLEMENT NUMBER: | 2 |
| CMAS TERM DATES: | 11/22/2019 through 12/31/2021 |
| CMAS CATEGORY: | Information Technology Goods & Services |
| APPLICABLE TERMS & CONDITIONS: | <u>June 7, 2019</u> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&hash=B41342080DE511121ECC253A04D62AC90CED6123) |
| MAXIMUM ORDER LIMIT: | State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited |
| FOR USE BY: | State & Local Government Agencies |
| BASE SCHEDULE #: | PEPPM 2019 |
| BASE SCHEDULE HOLDER: | Verkada Inc. |

This CMAS provides for the purchase and warranty of cloud-based video surveillance systems. (See page 2 for the specific brand and restrictions applicable to this CMAS.)

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

Add Development Group, Inc. and Qovo Solutions, Inc. dba Qovo Communications to the list of Authorized Resellers. See the revised Attachment B for a complete list of Authorized Resellers for this CMAS.

Amendment #2 replaces Amendment #1 and the original CMAS in their entirety.



Effective Date: **8/11/2020**

ANDREW REEL, Program Analyst, California Multiple Award Schedules Unit

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
VERKADA INC.
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2

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.

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.

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.

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

Only products from the manufacturers/publishers listed are available within the scope of this CMAS:

Verkada

The ordering agency must verify all products and/or services, and pricing are currently available on the Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) 2019 schedule at the [PEPPM website \(www.peppm.org\)](http://www.peppm.org).

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

1. Go to the [PEPPM website \(www.peppm.org\)](http://www.peppm.org).
2. Select manufacturer.
3. Create user identification and password.

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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 Dealer as indicated below:

Orders placed with Verkada Inc.

SUBMIT ORDERS TO:

Verkada Inc.
60 East 3rd Avenue, Suite 300
San Mateo, CA 94401

Contact: Chad Lerette
Phone: (415) 500-5897
E-mail: chad.lerette@verkada.com

Orders placed with an Authorized Dealer must be addressed as shown below, and payment must be made payable to the Authorized Dealer identified on the invoice as shown below:

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.

See Attachment B for List of Authorized Resellers

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.

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.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

VERKADA INC.

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CALIFORNIA SELLER'S PERMIT

Verkada Inc.'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).

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.

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.

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

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

Shipping Instructions:

Supplier route via:

Carrier's telephone number: _____

Annotate bill/s of lading as follows:

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

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

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

Shipping Instructions:

Supplier route via United Parcel Service (ground).

State of California, Department of _____ UPS account number applies.

State of California Purchase Order Number _____ SHIP COLLECT. Estimated UPS charges: _____.

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

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

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VERKADA INC.
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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).

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). 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) 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.
- 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.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

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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), select Standard STD Forms.

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

2. Local Governmental Departments:

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

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

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

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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.

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.

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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

Verkada Inc. 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) 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.

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.

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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.

SPECIAL MANUFACTURED GOODS

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

TRADE-IN EQUIPMENT

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

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

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STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse.

State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the DGS OFAM surplus property website (www.dgs.ca.gov/RES/RESOURCES/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

Information on the CALPIA E-Waste Program can be found at: www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

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

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).

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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.

| Cost | Installation | Final Bid Submission |
|--------------------------|---------------------|-----------------------------|
| 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.

| Cost | Installation | Final Bid Submission |
|--------------------------|---------------------|-----------------------------|
| 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 |

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.

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

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base 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.

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7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

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

UPDATES AND/OR CHANGES

A CMAS 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).

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APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not reduce or relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

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).

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
VERKADA INC.
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2**

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

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

4. Contractor Invoices

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

- CMAS number
- Agency purchase order number
- Agency Bill Code (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

Verkada Inc. 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
VERKADA INC.
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2**

7. Lease/Purchase Analysis

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Administrator, Kris Bianchini via e-mail at 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 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. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

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

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

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

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to the CMAS website (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)
VERKADA INC.
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2**

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)

VERKADA INC.

CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2

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 (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)
VERKADA INC.
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2**

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)

VERKADA INC.

CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone # (916) 375-4365

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
VERKADA INC.
CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2

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

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**VERKADA INC.****CMAS NO. 3-19-00-0523A, SUPPLEMENT NO. 2****ATTACHMENT B****AUTHORIZED RESELLER/DEALER LIST**

| Dealer Name | Address | Contact Name | Phone Number | E-Mail Address |
|---|---|---------------------|-----------------------|----------------------------------|
| 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 |
| 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 |
| Pacific OneSource, Inc. | 130-A W Cochran Street, Simi Valley, CA 93065 | Shawn Runner | 866-499-2580 ext 1800 | shawn.runner@stseducation-us.com |
| Qovo Solutions, Inc. dba Qovo Communications | 521 Charot Street, Suite 239B, San Jose, CA 95131 | Garth Gilmour | 844-768-6462 | garth@qovoinc.com |



September 9, 2021

Item 8
9-9-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Service Agreement between the District and QOVO Solutions Inc. for Video Surveillance Upgrades.

Recommendation:

Staff recommends that the Board of Directors consider authorizing the General Manager to include additional camera installations under the Agreement with QOVO Solutions Inc.

Discussion:

QOVO Solutions Inc. prepared the previous quote covering the purchase of 51 Verkada Cameras with licensing for 5 years and low voltage work required for installation. During the site visit it was determined that many areas could be better protected by increased number of cameras on the video surveillance system. Staff worked with Qovo Solutions to split the additional cameras into two separate options, "Option 1" including cameras near existing infrastructure "Option 2" consisting of cameras requiring additional work including solar and battery power for remote locations.

Staff request the Board consider authorizing either Option 1 or both Option 1 and 2 for the additional coverage areas.

| | Number of Cameras | Average per camera | Total |
|----------------|-------------------|--------------------|--------------|
| Base agreement | 51 | \$4,013 | \$204,684.38 |
| Option 1 | 27 | \$3,244 | \$87,610.90 |
| Option 2 | 9 | \$5,755 | \$51,797.83 |

It is estimated to save approximately \$20,700 to install the 27 cameras included in Option 1 at the same time as the base agreement. Due to the limited number of cameras and the complexity of installation for option 2, the estimated savings is negligible.

| | Total Cost | Total Cameras | Over Budget |
|---------------------|--------------|---------------|--------------|
| Base Agreement | \$204,684.38 | 51 | \$4,684.38 |
| Base + Option 1 | \$292,295.28 | 78 | \$92,295.28 |
| Base + Option 1 & 2 | \$344,093.11 | 87 | \$144,093.11 |

The complete Capital Budget is shown below for discussion:

Santa Maria Public Airport District
Proposed Capital Budget
Fiscal Year Ending 6/30/2022

| Project Status in Accounting | Budget Item | Expensed YTD | Estimated Cost | AIP or other Funding | District's Costs |
|------------------------------------|---------------------------------------|-----------------|-------------------|-------------------------|------------------|
| | Specific Plan Amendment | | 300,000 | | 300,000 |
| | Fairway Dr. Parcel Rezone | | 60,000 | | 60,000 |
| | Obstruction Removal | | 250,000 | | 250,000 |
| | Landscaping Upgrades | | 30,000 | | 30,000 |
| | Access Control and Video Upgrades | | 200,000 | | 200,000 |
| | Extend Airpark Dr | | 2,569,235 | | 2,569,235 |
| | Strategic Airport Business Plan | | 85,000 | | 85,000 |
| | Landside Pavement Repair 2022 | | 300,000 | | 300,000 |
| | Airside Pavement Repair 2022 | | 500,000 | | 500,000 |
| | Hangar Roof Repairs 2021 | | 266,000 | | 266,000 |
| | Terminal/Restaurant Monument Sign | | 15,000 | | 15,000 |
| | Fire station stand by emergency power | | 55,000 | | 55,000 |
| | Drainage Study/Planning | | 100,000 | | 100,000 |
| | Drainage Improvements | | 250,000 | | 250,000 |
| | Terminal Improvements | | 25,000 | | 25,000 |
| | Terminal HVAC (Baggage Claim) | | 20,000 | | 20,000 |
| | Totals | <u>0</u> | <u>5,025,235</u> | <u>0</u> | <u>5,025,235</u> |

Please let me know if you have any questions.

Sincerely,



Chris Hastert, CM
General Manager



We have prepared a quote for you

**Santa Maria Airport - Option 1 Verakda camera
install**

Quote # Q-NK003578
Version 1

Prepared for:

Santa Maria Airport

Chris Hastert
chastert@santamariaairport.com

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Tuesday, September 07, 2021

Santa Maria Airport
Chris Hastert
3217 Terminal Dr
Santa Maria, CA 93455
chastert@santamariaairport.com

Dear Chris,

QOVO Solutions, Inc. is pleased to present this proposal for hardware and services as requested. We pride ourselves on the quality and simplicity of the solutions that we deliver, and our company was founded on the philosophy that the customer makes the business.

The following is included in this proposal:

This proposal provides for the installation of 27-Verkada surveillance cameras at the Santa Maria Airport. The goal is to provide detailed coverage throughout the airport and around the perimeter. Some cameras will be placed on towers that the Santa Maria airport will provide. Additionally, three viewing stations are included in the quote for security personnel to easily access and footage in real-time. Also included are all mounting hardware, wiring, licensing, and installation, including configuration and customer hand-off with documentation and training proposed with optional additional items (specified optional).

Hardware licensing as support is specified with advanced hardware replacement and 7x24 support available through the hardware manufacturer.

- 2 - CD51-30 5MP Interior Zoom cameras (Under CMAS Certification)
- 6 - CD61-30 4k Interior cameras (Under CMAS Certification)
- 10 - CD51-30E Exterior Zoom cameras (Under CMAS Certification)
- 9 - CB51-30E 5MP Exterior cameras (Under CMAS Certification)
- 27 - Verkada 5-year Licenses (Under CMAS Certification)
- Wiring and installation of said equipment affixed to existing structures (Under CMAS Certification)
- Ongoing maintenance is quoted as optional and is highly recommended as it will cover all labor to replace cameras and switches if needed. Also, include quarterly as-needed cleanings.

This section needs to include all details on all versions of the proposal.

Ongoing maintenance as proposed and available through QOVO Solutions, Inc. (QSI) is typically proposed monthly, quarterly or yearly.

QOVO is a CMAS approved vendor. In situations where CMAS approved hardware or services are proposed, all pricing will be at or below CMAS approved pricing.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Please do not hesitate to let us know if there are any questions.

Sincerely;

A handwritten signature in black ink that reads 'Nick Kygar'.

Nick Kygar
Sales
QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Santa Maria Airport - Option 1 Verakda camera install



Prepared by:

QOVO Solutions, Inc.

Nick Kygar
844-768-6462
nick@qovoinc.com

Prepared for:

Santa Maria Airport

3217 Terminal Dr
Santa Maria, CA 93455
Chris Hastert

Quote Information:

Quote #: Q-NK003578

Version: 1
Delivery Date: 09/07/2021
Expiration Date: 10/07/2021

chastert@santamariaairport.com

Quote Summary

| Description | Amount |
|--------------------------|--------------------|
| HARDWARE | \$39,032.53 |
| LICENSING & MFR. SUPPORT | \$16,497.00 |
| PROFESSIONAL SERVICES | \$27,481.01 |
| Subtotal: | \$83,010.54 |
| Shipping: | \$1,185.00 |
| Estimated Tax: | \$3,415.36 |
| Total: | \$87,610.90 |

Monthly Expenses Summary

| Description | Amount |
|--------------------------------|-----------------|
| SURVEILLANCE SUPPORT - MONTHLY | \$286.00 |
| Monthly Total: | \$286.00 |

Payment Details

| Description | Payments | Interval | Amount |
|---|----------|----------|-------------|
| Mobilization Deposit | | | |
| Mobilization Deposit Billed Upon Approved Contract. | 1 | One-Time | \$43,805.45 |
| Progress Billing | | | |
| Progress Billing @ 100% Completion | 1 | One-Time | \$43,805.45 |

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



TERMS AND CONDITIONS

PRICING:

Quote is valid for 30 days from issuance.

PAYMENT TERMS: Net 30

Taxes, shipping, handling and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors.

LATE PAYMENT POLICY:

Penalties will be applied to all late payment of 3% of the outstanding value.

PURCHASE ORDERS:

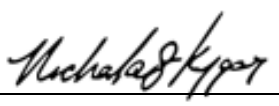
In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the terms and conditions of this quote. If you have any questions, please contact your sales representative directly.

COMMUNICATIONS:

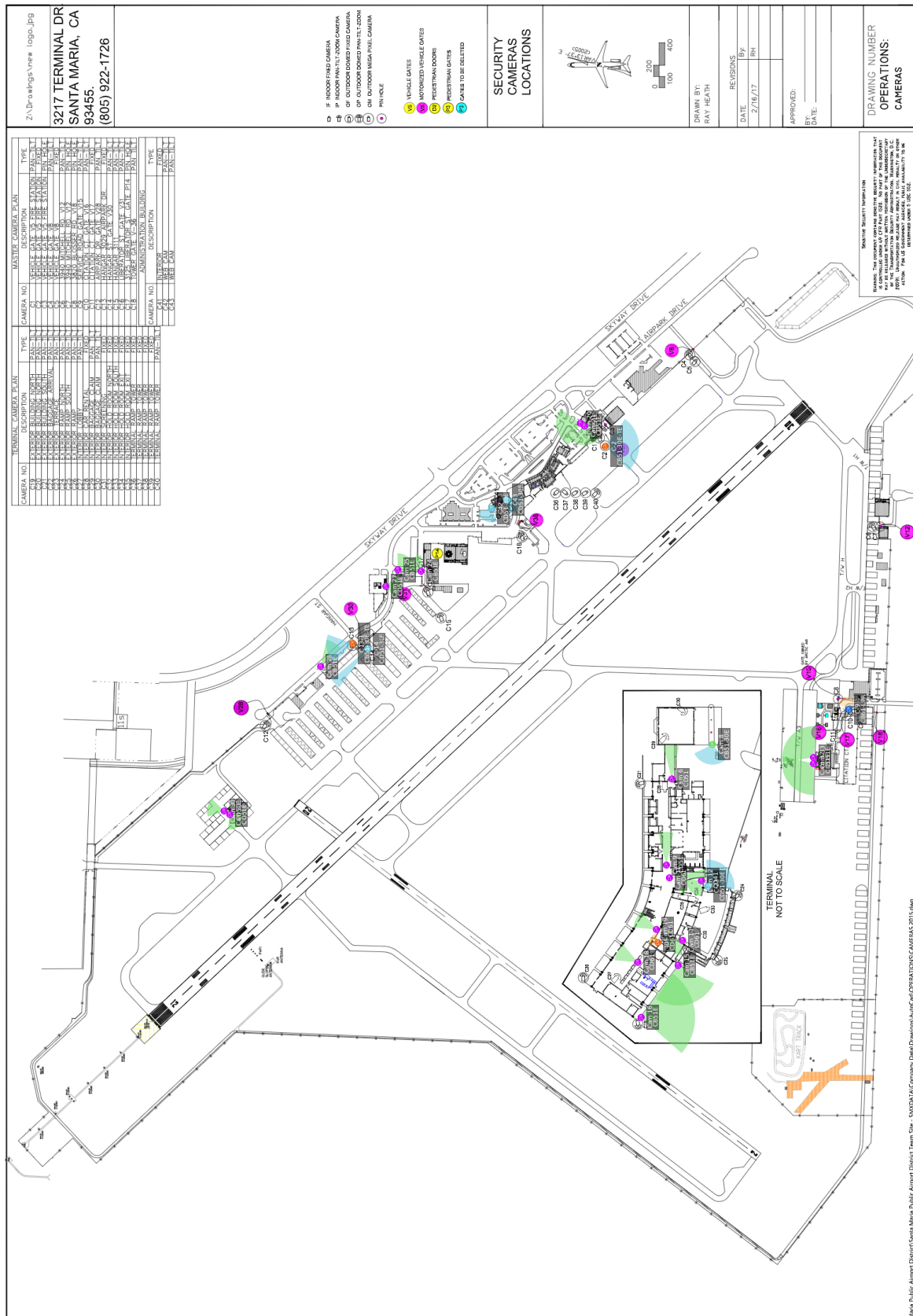
The information contained in this transmission may be confidential. Any disclosure, copying, or further distribution of confidential information is not permitted unless such privilege is explicitly granted in writing by QOVO Solutions, Inc.(QSI). QSI reserves the right to have electronic communications, including email and attachments, sent across its networks filtered through anti-virus and spam software programs and retain such messages in order to comply with applicable data security and retention requirements. QSI is not responsible for the proper and complete transmission of the substance of this communication or for any delay in its receipt.

QOVO Solutions, Inc.

Santa Maria Airport

Signature: 
Name: Nick Kygar
Title: Sales
Date: 09/07/2021

Signature: _____
Name: Chris Hastert
Date: _____





We have prepared a quote for you

**Santa Maria Airport - Option 1 & 2 Verakda camera
install**

Quote # Q-NK003578
Version 1

Prepared for:

Santa Maria Airport

Chris Hastert
chastert@santamariaairport.com

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Tuesday, September 07, 2021

Santa Maria Airport
Chris Hastert
3217 Terminal Dr
Santa Maria, CA 93455
chastert@santamariaairport.com

Dear Chris,

QOVO Solutions, Inc. is pleased to present this proposal for hardware and services as requested. We pride ourselves on the quality and simplicity of the solutions that we deliver, and our company was founded on the philosophy that the customer makes the business.

The following is included in this proposal:

This proposal provides for the installation of 36-Verkada surveillance cameras at the Santa Maria Airport. The goal is to provide detailed coverage throughout the airport and around the perimeter. Some cameras will be placed on towers that the Santa Maria airport will provide. Additionally, three viewing stations are included in the quote for security personnel to easily access and footage in real-time. Also included are all mounting hardware, wiring, licensing, and installation, including configuration and customer hand-off with documentation and training proposed with optional additional items (specified optional).

Hardware licensing as support is specified with advanced hardware replacement and 7x24 support available through the hardware manufacturer.

- 2 - CD51-30 5MP Interior Zoom cameras (Under CMAS Certification)
- 7 - CD61-30 4k Interior cameras (Under CMAS Certification)
- 11 - CD51-30E Exterior Zoom cameras (Under CMAS Certification)
- 10 - CB51-30E 5MP Exterior cameras (Under CMAS Certification)
- 6 - CB61-30TE LPR 4K Exterior Bullet cameras (Under CMAS Certification)
- 36 - Verkada 5-year Licenses (Under CMAS Certification)
- Wiring and installation of said equipment affixed to existing structures (Under CMAS Certification)
- Ongoing maintenance is quoted as optional and is highly recommended as it will cover all labor to replace cameras and switches if needed. Also, include quarterly as-needed cleanings.

This section needs to include all details on all versions of the proposal.

Ongoing maintenance as proposed and available through QOVO Solutions, Inc. (QSI) is typically proposed monthly, quarterly or yearly.

QOVO is a CMAS approved vendor. In situations where CMAS approved hardware or services are proposed, all pricing will be at or below CMAS approved pricing.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Please do not hesitate to let us know if there are any questions.

Sincerely;

A handwritten signature in black ink that reads 'Nick Kygar'.

Nick Kygar
Sales
QOVO Solutions, Inc.

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



Santa Maria Airport - Option 1 & 2 Verakda camera install



Prepared by:

QOVO Solutions, Inc.

Nick Kygar
844-768-6462
nick@qovoinc.com

Prepared for:

Santa Maria Airport

3217 Terminal Dr
Santa Maria, CA 93455
Chris Hastert

chastert@santamariaairport.com

Quote Information:

Quote #: Q-NK003578

Version: 1
Delivery Date: 09/07/2021
Expiration Date: 10/07/2021

Quote Summary

| Description | Amount |
|--------------------------|---------------------|
| HARDWARE | \$70,746.32 |
| LICENSING & MFR. SUPPORT | \$21,996.00 |
| PROFESSIONAL SERVICES | \$39,290.72 |
| Subtotal: | \$132,033.04 |
| Shipping: | \$1,185.00 |
| Estimated Tax: | \$6,190.29 |
| Total: | \$139,408.33 |

Monthly Expenses Summary

| Description | Amount |
|--------------------------------|-----------------|
| SURVEILLANCE SUPPORT - MONTHLY | \$286.00 |
| Monthly Total: | \$286.00 |

Payment Details

| Description | Payments | Interval | Amount |
|---|----------|----------|-------------|
| Mobilization Deposit | | | |
| Mobilization Deposit Billed Upon Approved Contract. | 1 | One-Time | \$69,704.17 |
| Progress Billing | | | |
| Progress Billing @ 100% Completion | 1 | One-Time | \$69,704.17 |

- WIRELESS
- MANAGED SERVICES
- VIDEO SURVEILLANCE



TERMS AND CONDITIONS

PRICING:

Quote is valid for 30 days from issuance.

PAYMENT TERMS: Net 30

Taxes, shipping, handling and other fees may apply, actual amounts will be provided upon invoicing. Unless otherwise agreed in writing by QOVO Solutions Inc. all invoices are payable with twenty-one (21) days of the date of invoice. All hardware, software, and/or manufacturer related services will be invoiced upon shipment from the manufacturer. We reserve the right to cancel orders arising from pricing or other errors.

LATE PAYMENT POLICY:

Penalties will be applied to all late payment of 3% of the outstanding value.

PURCHASE ORDERS:

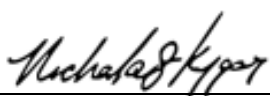
In the event your company does not issue Purchase Orders (PO), please utilize the signature option below. Your signature below is considered equivalent to your signed Purchase Order. With your acceptance, you are also signing and agreeing to the purchase of the products and services included and the terms and conditions of this quote. If you have any questions, please contact your sales representative directly.

COMMUNICATIONS:

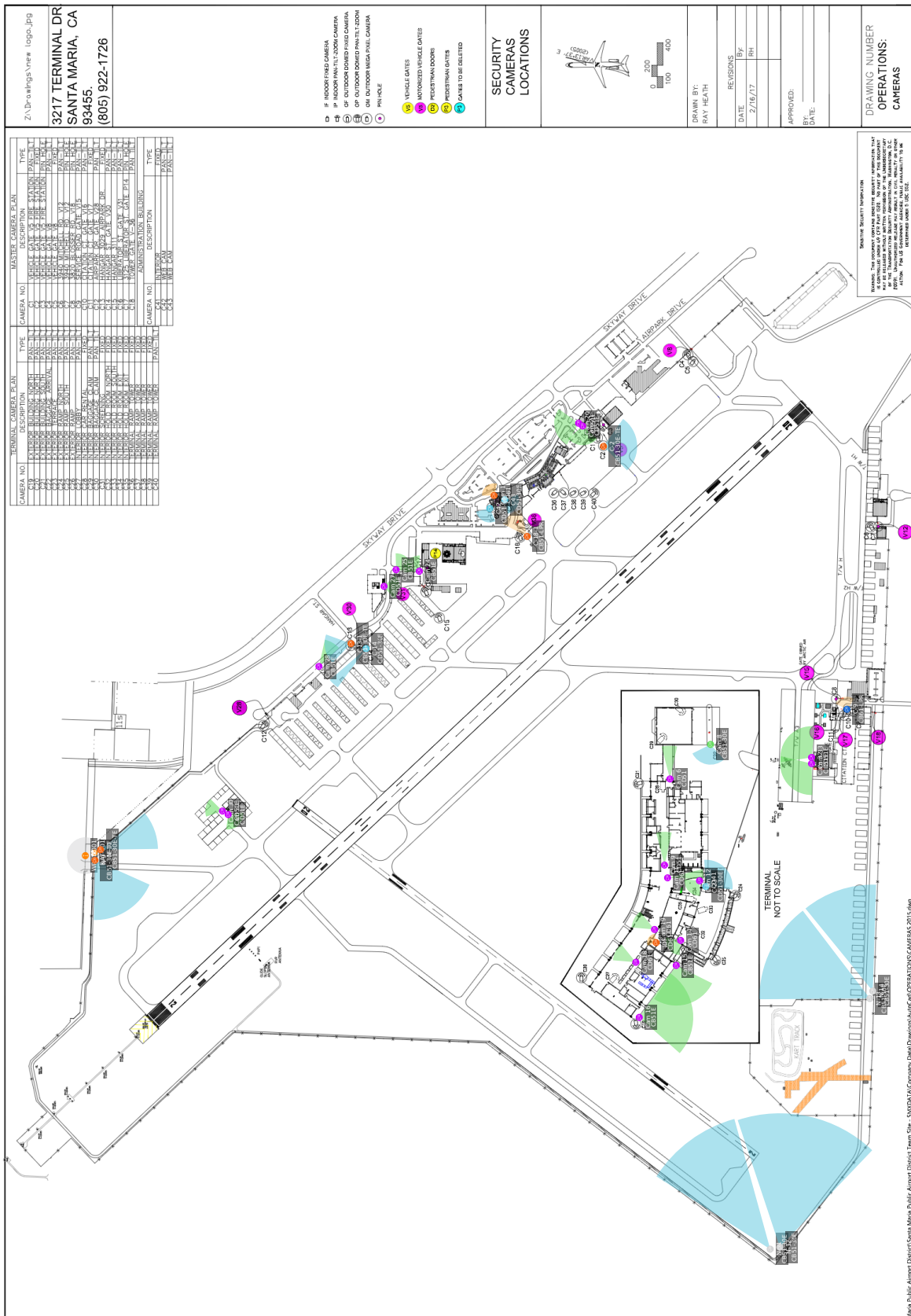
The information contained in this transmission may be confidential. Any disclosure, copying, or further distribution of confidential information is not permitted unless such privilege is explicitly granted in writing by QOVO Solutions, Inc.(QSI). QSI reserves the right to have electronic communications, including email and attachments, sent across its networks filtered through anti-virus and spam software programs and retain such messages in order to comply with applicable data security and retention requirements. QSI is not responsible for the proper and complete transmission of the substance of this communication or for any delay in its receipt.

QOVO Solutions, Inc.

Santa Maria Airport

Signature: 
Name: Nick Kygar
Title: Sales
Date: 09/07/2021

Signature: _____
Name: Chris Hastert
Date: _____



SECOND AMENDMENT OF LEASE

RE: Land Lease dated April 25, 2019 between SANTA MARIA PUBLIC AIRPORT DISTRICT and G3, LLC covering 5 acres at Santa Maria Public Airport (the "Lease")

The undersigned SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and G3, LLC ("Tenant") do hereby agree to amend the above-referenced Lease effective September 9, 2021, as follows:

Section 2 a. Initial Lease Term is deleted in its entirety and replaced with the following:

2. Lease Term.

a. Initial Lease Term. The term of this Lease shall be for a thirty (30) year period commencing June 1, 2021 ("**Commencement Date**"), and expiring, unless sooner terminated as hereinafter provided, at midnight thirty (30) years later on May 31, 2051 (herein referred to as the "**Initial Lease Term**", "**Initial Term**" or "**term of this lease**").

All of the terms, covenants, conditions, provisions and agreements of said Lease, as amended, shall remain in full force and effect.

Dated: September 9, 2021

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____
Steve Brown, President

Approved as to form for District:

By: _____
Hugh Rafferty, Secretary

District Counsel

TENANT:

Erik Justesen, Manager

FIRST AMENDMENT OF AGREEMENT

RE: OPTION AND RIGHT OF FIRST REFUSAL AGREEMENT dated April 25, 2019
between SANTA MARIA PUBLIC AIRPORT DISTRICT and G3, (the "Agreement")

The undersigned SANTA MARIA PUBLIC AIRPORT DISTRICT ("District") and G3, LLC ("Tenant") do hereby agree to amend the above-referenced Agreement effective September 9, 2021, as follows:

Section 2 a. Option Term is deleted in its entirety and replaced with the following:

2. Lease Term.

a. Option Term. The term of the Option (the "Option Term") shall commence on June 1, 2021 and automatically expire five (5) years later on May 31, 2026 (the "Option Termination Date").

All of the terms, covenants, conditions, provisions and agreements of said Agreement, as amended, shall remain in full force and effect.

Dated: September 9, 2021

SANTA MARIA PUBLIC AIRPORT DISTRICT

Approved as to content for District:

General Manager

By: _____
Steve Brown, President

Approved as to form for District:

By: _____
Hugh Rafferty, Secretary

District Counsel

TENANT:

Erik Justesen, Manager



September 9, 2021

Item 11
9-9-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Lease between the District and Fanair for at Flight School to be located at
3123 Liberator St.

Recommendation:

Staff recommends that the Board of Directors table this item to allow more time for lease negotiations.

Discussion:

Staff is currently waiting from additional information from the prospective tenant related to necessary building improvements. It is requested that this item be tabled to a future meeting.

Please let me know if you have any questions.

Sincerely,

Chris Hastert, CM
General Manager



September 9, 2021

Item 12
9-9-21

Board of Directors
Santa Maria Public Airport District
3217 Terminal Drive
Santa Maria, CA 93455

Subject: Contract with Collective Strategies and Communications for Federal Lobbying

Recommendation:

Staff recommends that the Board of Directors authorize the President and Secretary to execute the service agreement between the District and Collective Strategies and Communications, LLC for federal lobbying services.

Discussion:

Following the notification that the previously planned grant funded taxiway project would not be funded this year; staff began discussions with airport users affected by this delay. It was recommended that the Board consider hiring a consultant to assist with lobbying at the federal level to better position the District to receive grants currently planned by the FAA for both the Taxiway and Runway Rehabilitation projects, as well as future opportunities in the near term related to infrastructure grants and tanker base improvements. The Federal and State Liaison Committee of the Santa Maria Public Airport Board met with Phil Hardy at Collective Strategies and Communications, LLC who has previous success including promoting the Santa Maria Tanker base, and securing the support to open "Pit 4" to better serve the Very Large Air Tankers from the Santa Maria Airport. Through that discussion it was determined that with the support of a lobbyist, the District may be eligible for many grant opportunities, and could build stronger support to avoid similar cancellations to this year's projects.

Staff and the Board Committee recommend that the Board authorize the President and Secretary to execute the service agreement between the District and Collective Strategies and Communications, LLC for federal lobbying services.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chris Hastert", is written over a light blue circular graphic.

Chris Hastert, CM
General Manager

SERVICES AGREEMENT

This services agreement ("Agreement") is entered into by and between **Collective Strategies & Communications LLC** ("Consultant" or "Collective") with its principal offices at 475 K St NW, Suite 901 Washington, DC 20001 and **Santa Maria Public Airport** ("Client" or "SMX"), with its principal address being 3217 Terminal Dr, Santa Maria, CA 93455 hereinafter sometimes referred to collectively as the "Parties".

RECITALS

- A. Client wishes to contract with Consultant to provide services in the field of **federal lobbying** ("Services"), on the terms and conditions set forth herein.
- B. Consultant is willing and qualified to perform such services.

In consideration of the above Recitals and the mutual promises and agreements contained herein, the Parties agree as follows:

1. Scope of Services. Consultant is retained and appointed to implement the services outlined in the attached Appendix A, which are designed to accomplish the Services objectives of the Client. Consultant shall use Consultant's best efforts to perform Services such that the results are satisfactory to Client. Contractor agrees that all Services provided under this Agreement shall be in accordance with currently approved methods and practices of Consultant's profession and/or business.
2. Contract Administration; Communications. Consultant's employees will be responsible for performing services under this Agreement. Client and Consultant shall identify and maintain a mutually agreeable communication process to keep Client fully and currently informed about activities of Consultant on behalf of Client. Consultant will work closely with other consultants, team members, and related organizations and individuals as designated by Client, and as necessary to accomplish the objectives of the Client.
 - Primary Collective Contact: Phil Hardy (phardy@collectivecomms.us)
 - Primary Client Contact: Christ Hastert (chastert@santamariaairport.com)
3. Compensation and Term. Consultant will perform the scope of services described in this Agreement for a retainer fee of \$7,500 a month from August 1, 2021 ("Effective Date") and will continue until Terminated as per Section 6 of this Agreement.
4. Expenses. In addition to compensation payable to Consultant pursuant to this Agreement, Client will reimburse consultant for costs and disbursements including public events, transportation and travel costs, food, lodging, and automobile mileage at the applicable federal rate per business mile, and for necessary entertainment. Consultant shall include an accounting of costs and disbursements and the amount owed on the periodic statements rendered to Client. Total monthly charges that exceed 5% of monthly service retainer require written advance approval from Client.

5. Payment. Consultant shall send a statement to the Client on the first day of each month of service for the fees jointly agreed by the Parties. Consultant's fees in full shall be payable by the 30th day of each month of service ("Due Date").

Payment terms are Net 30 days. If any invoiced amount is not received by Consultant by the Due Date, those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

Consultant will not exercise these rights if Client disagrees with the applicable charges reasonably and in good faith and is cooperating diligently to resolve the disagreement.

6. Terms of Service and Termination. This Agreement will commence on the Effective Date. Either Party may terminate this Agreement without cause by providing the other Party 30 days' advance notice in writing as per the Term listed in Section 3. Upon termination, Consultant will render Client a bill and within 15 days after receipt of said bill, Client shall pay Consultant in full whatever sums may be due for work performed.
7. Confidential Matters and Proprietary Information. The Consultant shall keep in strictest confidence all information that may be acquired in connection with or as a result of the Agreement. The Consultant shall not publish, communicate, divulge, disclose or use any of such information, which has been designated by Client as proprietary or confidential or which from the surrounding circumstances in good conscience ought to be treated by the Consultant as proprietary or confidential, without the prior written consent of Client. Upon termination or expiration of the Agreement, the Consultant shall deliver all records, data, information, and other documents and all copies thereof to Client, which shall remain the property of Client.
8. Conflict of Interest. The Consultant hereby warrants that there is no conflict of interest in the Consultant's other contracts or other employment with the activities to be performed hereunder. Both the Consultant and the Client shall use their best efforts to identify and notify each other of any potential conflicts of interest between the Client and any other client of the Consultant.
9. Compliance. The Contractor and the Client agree to comply fully with all applicable federal, state and local laws regulating political and lobbying activities and each agrees to fully comply with all applicable laws, decrees, rules, regulations, orders, ordinances, actions and requests of any federal, state, or local government or judicial body, agency or official pertaining to its performing Services.
10. Independent Contractor. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. The Consultant is not an employee of Client under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers' Compensation Laws, and the Consultant shall assume all liabilities and obligations imposed by any one or more of such laws. Consultant will work with the Client to determine the time, the place and the manner in which it will accomplish its Services within an overall schedule date established by Client. The Consultant shall not have any authority to assume or create any obligations, express or implied, on behalf of Client.

11. Entire Agreement. This Agreement constitutes the entire agreement between Client and the Consultant in regard to the subject matter hereof and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect thereto. No agreements hereafter made between the parties shall be binding on either party unless reduced to writing and signed by authorized representatives of the parties.
12. Indemnification. Client shall indemnify, defend, and hold harmless Consultant and its directors, officers, and employees from any and all claims arising from or in connection with the performance of Services arising from the gross negligence or willful misconduct of the Client. Consultant shall indemnify, defend, and hold harmless Client and its directors, officers, and employees from any and all claims arising from or in connection with the performance of Services arising from the gross negligence or willful misconduct of the Consultant. Client and Consultant warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.

By executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter this Agreement on behalf of the entity for which they have signed.

For: **COLLECTIVE STRATEGIES & COMMUNICATIONS LLC**
475 K Street NW, Suite 901
Washington, DC 20001

By: _____ Date: _____
Phil Hardy, President

For: **Santa Maria Public Airport**
Dated: September 9, 2021

Approved as to content
for District:

SANTA MARIA PUBLIC AIRPORT DISTRICT

General Manager

By: _____
Steve Brown, President

Approved as to form
for District:

By: _____
Hugh Rafferty, Secretary

District Counsel

Appendix A

Scope of Work

Collective will work with SMX designated staff to develop and implement a federal lobbying effort including, but not limited to:

- Engage FAA and develop relationships with DC-based HQ personnel and Western-Pacific Region ADO (Region 21 personnel)
- Engage and develop relationships with Members of the Transportation and Commerce Committees of the United States Congress
- Engage and develop a relationship with the California congressional delegation
- Engage and develop a relationship with the Congressional General Aviation Caucus
- Conduct tours for Members of Congress and staff during recesses, as is practicable, of facilities
- Represent SMX at any pertinent events in Washington, DC or elsewhere as directed by the lead executive of SMX as delineated by Client, such as American Association of Airport Executives, Airports Council International North America, IATA, Association of California Airports/Council, etc.
- Review and assist with grant proposals