



Department of General Services
 Procurement Division
 P.O. Box 942804
 Sacramento, CA 94204-0001

State of California

**MULTIPLE AWARD SCHEDULE
 SUPPLEMENT NO. 1**
Computer Customizing of Santa Barbara
dba
Govplace
 (formerly known as Compass Government)

**3-99-70-0920C - Brand-American Power Conversion, Kingston,
 Creative Labs, D Link Systems, Hitachi, Lotus, KDS,
 Keytronics, Multitech Systems, NEC, Symantec,
 Western Digital**

CONTRACT NUMBER:	3-99-70-0920C
GSA * TERM:	07/30/1999 through 08/01/2004
DISTRIBUTION:	STATEWIDE

*or other similar schedules as defined by CMAS Unit

**CMAS Schedule C - GSA #GS-35F-0645J (Computer Customizing of Santa Barbara),
 includes modification P00006**

This supplement replaces in its entirety Govplace's (formerly known as Compass Government) existing California Multiple Award Schedule (CMAS) which expires on August 1, 2004.

This contract is available for use by State of California agencies and any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds. While the State makes this contract available, each local agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

CMAS Contractors are required to provide all CMAS and Federal contract terms and conditions with the list(s) of products, services, and prices. These terms and conditions may include guarantees and other important provisions not included on the contract cover page. PLEASE REQUEST FROM CONTRACTOR A COPY OF ALL CONTRACT TERMS AND CONDITIONS IF NOT PROVIDED INITIALLY.

DK

Effective Date: **1/20/2000**

KRISTI F. JOHNSON, Program Analyst, California Multiple Award Schedule Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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OVERVIEW OF CHANGES

1. CMAS Contract Terms and Conditions contain changes. Read the contract carefully and thoroughly.
2. New Products.
3. Contractor name change.
4. Minimal, non-material, changes to Federal contract terms and conditions.
5. Order of Precedence, language revised.
6. Exceptions to the attached Federal GSA Multiple Award Schedule, language revised.
7. Credit Card (CAL-Card), language revised.
8. Ownership Information, language revised.

CMAS CONTRACT TERMS AND CONDITIONS

The attached CMAS contract terms and conditions dated 12/20/1999 are incorporated into this contract.

PURCHASE ORDERS

All individual purchase orders issued against this CMAS contract incorporate these ordering provisions as well as all terms and conditions.

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

ISSUANCE OF PURCHASE ORDER

Purchase orders must be issued before the expiration of the CMAS contract. Performance (delivery of product and/or services) of the purchase order may be performed and completed after the expiration of the CMAS contract but must be performed within the delivery date(s) requirement(s) as stated on the purchase order.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

Any conflict or inconsistency in the meaning between CMAS and the terms and conditions appearing in, or otherwise intended to apply to the Federal GSA Schedule shall be resolved by giving preference to CMAS (see CMAS Terms and Conditions, CONFLICT OF TERMS).

Neither the state nor any user agency shall be bound by any terms and conditions included in any supplier packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

EXCEPTIONS TO THE ATTACHED FEDERAL GSA MULTIPLE AWARD SCHEDULE # GS-35F-0645J

This CMAS contract provides for the purchase, warranty and repair of hardware and software. Services, such as installation, maintenance, training and personal services are not available under this contract.

Only products from the listed manufacturer(s) are available within the scope of this contract.

American Power Conversion
Kingston
Creative Labs
D Link Systems
Hitachi
IBM/Lotus
KDS
Keytronics
Multitech Systems
NEC
Symantec
Western Digital

Leasing:

Except as stated below, Federal GSA Lease provisions are NOT acceptable, and cannot be sold through CMAS because the rates and contract terms are unacceptable, and not applicable to the State.

Federal Lease to Own Purchase (LTOP) and hardware rental provisions with no residual value owed at end term are acceptable (\$1 residual value is acceptable).

As an alternative, agencies may consider financing through the State's financial marketplace GS \$Mart. All terms and conditions and lenders are pre-approved for easy financing. The GS \$Mart Internet address is <http://www.pd.dgs.ca.gov> then click on GS \$Mart. Buyers without Internet access may contact the GS \$Mart Administrator, Pat Mullen by phone at 916/327-2600 or via e-mail at pat.mullen@dgs.ca.gov for further information.

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SMALL BUSINESS ORDERING CONSIDERATION

Effective January 1, 1999, pursuant to Assembly Bill No. 2405, prior to placing orders under the California Multiple Award Schedule program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS contracts (Public Contract Code 10290). NOTE: Substantiation of compliance with this requirement will be requested by the Department of General Services auditors when your files are reviewed.

The following website lists CMAS Small Business Partners:

www.pd.dgs.ca.gov
(click on CMAS; go to Small Business Partners)

SMALL BUSINESS ADVANTAGE

In response to our commitment to increase participation by small businesses, the Department of General Services is **waiving the 1.21% administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to registered small business enterprises.**

ORDER FORM

State agencies shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

The Procurement Division will bill each state and local agency for use of CMAS contracts, equal to 1.21% of the value of each order. The Procurement Division will bill state and local agencies directly. The 1.21% fee should NOT be included in the order total, or remitted before a bill is received from us.

One copy of each order shall be forwarded to the Department of General Services (DGS), Procurement Division, CMAS Unit, 1500 - 5th Street, Suite 116, Sacramento, CA 95814, Attention: Carol Umfleet (IMS# C-39). To ensure that the 1.21% administrative fee is not charged on small business orders, these orders must be sent to the attention of Marisa Truax.

ORDERING PROCEDURES

The ordering entity is required to complete and distribute the order form. For services, the ordering entity shall modify the information contained on the form 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 on the order, not just system totals.

CONTRACT PRICING

Contract prices for products and/or services are maximums. The ordering agency is encouraged to negotiate lower prices.

STATE POLICY

USE OF CMAS IS OPTIONAL. AGENCIES ARE STRONGLY ENCOURAGED TO OPTIMIZE THE BENEFITS OF THE CMAS PROGRAM BY COMPARING DIFFERENT SCHEDULES FOR VARYING PRODUCTS, SERVICES AND PRICES, AND CAREFULLY REVIEWING ALL CONTRACT TERMS AND CONDITIONS, TO OBTAIN THE BEST VALUE AVAILABLE.

THE CALIFORNIA MULTIPLE AWARD SCHEDULE DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTS OR PROCUREMENTS OF GOODS OR SERVICES. Special attention should be given to the Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62, the Productive Use Requirements of SAM Section 5203.

Agencies should be aware that approval from the Department of Information Technology (DOIT) is required for:

- procurement of major Information Technology systems pursuant to SAM Section 4819.39;
- purchase of imaging equipment which exceed \$25,000; and
- purchase of used Information Technology equipment.

Special attention is to be given to the following:

- SAM Section 4819.41 and 4832 certifications for Information Technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies must adhere to the guidelines in SAM Section 2120/2121 for servicing office equipment.
- Agencies are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over \$5,000 within 10 days of award, including amendments which exceed \$5,000.
- Pursuant to Public Contract Code Section 10359 state agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.

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YEAR 2000 COMPLIANCE

Contract language pertaining to Year 2000 Compliance is addressed in the attached CMAS Terms and Conditions.

PUBLIC WORKS PROJECTS

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) Section 1101. State agencies planning these types of projects need to review the State Contracting Manual (SCM) Section 10 for applicable guidelines and regulations.

Agency CMAS orders may allow for a public works component only when it is incidental to the overall project requirements. 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 the performance under the agency's CMAS order.

Note: In accordance with Labor Code Section 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 (415) 972-8628.

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 (SAM 3700). The LPA is not required to be approved by the Department of General Services.

PRICE ANALYSIS

CMAS contracts are considered "price analyzed" because they are based upon federal government multiple award schedules on which a price/cost analysis was already performed, or upon other multiple award schedules where the products have been competitively bid and the prices compared and/or assessed. Therefore, additional analysis is not required by the Procurement Division or individual agencies.

ORDER LIMITS

The maximum amount of each transaction placed under the award contract is \$500,000.00.

Splitting of contracts to avoid any monetary limitations is prohibited (SAM 1215).

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

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

MULTIPLE CONTRACTS ON STD. 65 ORDER FORM

Agencies may include multiple contracts from the same supplier on a single Std. 65 Contract/Delegation Purchase Order. Agencies wishing to create a single purchase order using multiple CMAS contract numbers must adhere to the following guidelines, without exception.

1. All contracts must be for the same CMAS supplier.
2. The order must go to one supplier location.
3. Place the word "CMAS" in the space usually reserved for the contract number. On Std. 65s, this is at the top of the form. The word "CMAS" signifies that the order contains items from multiple CMAS contracts.
4. The purchasing agency may only use one (1) bill code.
5. For each individual contract (as differentiated by alpha suffix), the agency must identify and group together the contract number with line items and subtotal per contract number (do not include tax in the subtotal), AND sequentially identify each individual contract as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing by the Procurement Division.
6. The total of all items on the purchase order must not exceed the order limit identified in the CMAS contract.

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7. Do not combine items from both commodity and information technology contracts. Commodity contracts begin with the number 4 and information technology contracts begin with the number 3. The order limits are different for these types of contracts.

MAINTENANCE TAX

Section 1655 of the Sales and Use Tax Regulations of the Business Taxes law Guide under Optional Warranties rule is that sales tax shall not be charged on optional warranties and therefore the Contractor is considered the end user and liable for the sales tax. Prices charged for service are not subject to sales tax and neither can sales tax be assessed the State for any part or consumable supply installed that is included in the full service maintenance.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

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

NOT SPECIFICALLY PRICED (NSP) ITEMS

Contractors must be authorized providers of the hardware/software or services they offer under the Not Specifically Priced (NSP) Items provision; or, otherwise, risk contract termination.

CMAS Contractor has the option of accepting orders for non-contract products and services (NSP items), subject to the following requirements. Agency orders containing only NSP items are prohibited. To be included on an order issued under this contract, NSP items must adhere to the following provisions and limitation.

1. The Contractor agrees to specifically monitor all schedule orders received to ensure adherence to this provision.
2. A schedule order containing NSP items may be issued only if such an order results in the lowest overall alternative to meet the needs of the Government.
3. NSP items shall be clearly identified in the schedule order. Any product or service already specifically priced and included in the schedule contract may not be identified as a NSP item.
4. Maximum Order Limitation: For orders \$250,000.00, or less, the total dollar value of all

NSP items included in a schedule order shall not exceed \$5,000.00. For orders exceeding \$250,000.00, and at the option of the supplier, the total dollar value of all NSP items in a schedule order shall not exceed 5% of the total cost of the order, or \$25,000.00 whichever is lower. This includes orders with approved "exception" limits.

5. An NSP item included in an order issued against a schedule contract is subject to all of the terms and conditions set forth in the schedule contract.
6. The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this contract:

a) Items which are not intended for use in directly supporting the priced items included in the same order. An item must be subordinate to the specifically-priced item that the NSP item is supporting.

For example, a cable, which is not otherwise specifically priced in the 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 contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

- b) Supply type items, except for the minimum amount necessary to provide initial support to the priced schedule items included in the same order.
- c) Software, except operating software.
- d) Computers, Computer Systems, Workstations and Terminals.
- e) External Peripherals.
- f) Trade-ins, Upgrades, involving the swapping of boards, are permissible, where the schedule contract makes specific provisions for this action. In those instances where it is permitted, the schedule order must include the replacement item and an order notation that the purchase involves the swapping of a board.
- g) Items which do not meet the Productive Use Requirements.
- h) Any other item or class of items which is specifically excluded from the scope of this schedule contract.

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- i) Public Works components which are NOT incidental to the overall project requirements. Refer to the previous Public Works Projects provision as well as the CMAS Terms and Conditions, Provision #7.
- j) Products or services the supplier is NOT factory authorized or otherwise certified or trained to provide.
- k) Follow-on consultant services that were previously recommended or suggested by the same supplier for information technology projects. Refer to the CMAS Terms and Conditions, Provision #33.

The Contractor will not accept any order under the contract containing NSP items which does not conform to these terms. The Contractor will promptly notify the Customer agency issuing the non-conforming order of its non acceptance and the reasons for its non acceptance.

PRODUCTIVE USE REQUIREMENTS

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 Contractor must provide 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.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	8 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in SAM Section 4819.2.

<u>Cost</u>	<u>Prior Operation</u>
More than \$100,000	6 months
\$10,000 up to \$100,000	4 months
Less than \$10,000	1 month

CREDIT CARD

Govplace accepts the State of California credit card (CAL-Card).

Agencies are NOT required to submit support documentation to CMAS for CAL-Card transactions, and the CMAS Unit will not bill agencies for CAL-Card transactions.

CONTRACTOR TRAVEL

State agencies (not local governments) should refer to SAM Section 0774 "TRAVEL AND RELATED REIMBURSEMENT OF PERSONS NOT STATE EMPLOYEES," when transportation and per diem costs are to be reimbursed by the State.

If the contract provides for travel, State agencies may pay travel and per diem expenses according to state travel time and per diem rules (represented employee rates) and verified receipts. Local government, education and special districts will pay travel time and per diem according to their statutory requirements. All travel and per diem expenses must be within contract parameters, and incorporated into the agency's order.

If travel is NOT addressed or is not covered in the contract, then the agency cannot include it as a line item on the order.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination.

PAYMENT TERMS

Net 30 days.

Each State accounting office must have a copy of the attached Vendor Data Record (Std. 204) in order to process payment of invoices. Agencies should forward a copy of the Std. 204 to their respective accounting office(s). Without the Std. 204, payment may be unnecessarily delayed.

DELIVERY

30 days after receipt of order, or as negotiated between agency and Contractor.

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**DGS PROCUREMENT DIVISION CONTACT AND
PHONE NUMBER**

Carol Umfleet
Department of General Services
Procurement Division, CMAS Unit
1500 - 5th Street, Suite 116
Sacramento, CA 95814

**Phone # 916/324-8045
Fax # 916/323-1441**

Calnet # 8/454-8045

Want to know more about CMAS? We welcome the opportunity to present the details of this program to your agency or group. Please contact the California Multiple Award Schedule Unit at 916/324-8045 or Calnet 8/454-8045 to arrange a date and time.