

**CMAS PURCHASE AGREEMENT
PURSUANT TO CMAS CONTRACT NUMBER 3-22-01-1009
FOR THE PURCHASE OF INFORMATION TECHNOLOGY GOODS AND SERVICES BETWEEN
MORGAN HILL UNIFIED SCHOOL DISTRICT & IT MANAGEMENT CORP.**

This CMAS Purchase Agreement (“**Agreement**”) is entered into between the **Morgan Hill Unified School District (“District”)** and **IT Management Corp. (“Contractor”)** on **May 23, 2022 (“Effective Date”)**. The District and Contractor may be referred to individually as a “**Party**” or collectively as the “**Parties.**”

RECITALS

WHEREAS, Public Contract Code section 10298, subdivision (b) authorizes the District to enter into contracts for the purchase of goods without competitive bidding pursuant to the terms of an existing California Multiple Award Schedule (“**CMAS**”) contract if authorized by the Director of the Department of General Services (“**DGS**”); and

WHEREAS, the District wishes to purchase certain information technology goods and related supplies, equipment, and services (“**IT Goods and Services**”) from Contractor in a cost-effective manner and wishes to avail itself of the benefits and protections of the CMAS program by entering into a contract with Contractor pursuant to CMAS Contract Number 3-22-01-1009 attached hereto as **Exhibit A (“CMAS Contract”)**, which is valid through September 26, 2024;

WHEREAS, Contractor wishes to contract to provide the District with the IT Goods and Services, and agrees to provide the IT Goods pursuant to the CMAS Contract and consistent with the CMAS program requirements;

WHEREAS, the Contractor has provided the District with quotes attached hereto as **Exhibit B (“Quote(s)”)** for the purchase and delivery of IT Goods and Services at 15600 Concord Circle, Morgan Hill, CA 95037, (MHUSD District Office), 895 Barrett Ave, Morgan Hill, CA 95037 (Barrett Elementary School), 455 E Main Ave, Morgan Hill, CA 95037 (El Toro Health Science Academy), 2700 Fountain Oaks Drive, Morgan Hill, CA 95037 (Jackson Academy of Math & Music), 121 Avenida Grande, San Jose, CA 95139 (Los Paseos Elementary School), 1425 E Dunne Ave, Morgan Hill, CA 95037 (Nordstrom Elementary School), 1400 La Crosse Dr, Morgan Hill, CA 95037 (Paradise Valley Engineering Academy), 13745 Llagas Ave, San Martin, CA 95046 (San Martin/Gwinn Environmental Science Academy), 141 Avenida Espana, San Jose, CA 95139 (Martin Murphy Middle School), 80 W Central Ave, Morgan Hill, CA 95037 (Britton Middle School), 401 Burnett Ave, Morgan Hill, CA 95037 (Ann Sobrato High School), 1505 E Main Ave, Morgan Hill, CA 95037 (Live Oak High School), 85 Tilton Ave, Morgan Hill, CA 95037 (Central High School), 17960 Monterey Rd, Morgan Hill, CA 95037 (Community Adult School), and 353 W Main Ave, Morgan Hill, CA 95037 (PA Walsh Steam Academy); and

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

TERMS AND CONDITIONS

- 1. Incorporated Documents.** This Agreement fully incorporates by this reference the following documents:
 - 1.1. The CMAS Contract attached hereto as **Exhibit A**; and
 - 1.2. The Quote attached hereto as **Exhibit B**; and
 - 1.3. Performance and Payment (Labor & Material) Bonds attached hereto as **Exhibit C**;
 - 1.4. Certifications attached hereto as **Exhibit D**.

2. **CMAS Terms.** To the extent any term or condition in this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the "Delivery," "Payments," "Termination," and "Indemnification" provisions in this Agreement which shall control over all other contradictory similar provisions in the CMAS Contract. This Agreement and the CMAS Contract shall prevail over any conflicting or inconsistent terms in the Quotes.
3. **Parties' Terms.** For the purposes of this Agreement, all references to the "State of California," "State," and/or "local government(s)" in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the "State of California," "State," and/or "local government(s)" under the CMAS Contract shall apply to the District under this Agreement and in the case of any conflict, the more permissive standard will apply.
4. **Purchased Products.** Contractor shall provide the District with the items in the quantities identified in the Quotes ("Product(s)") consistent with the terms of this Agreement. Contractor shall provide the Products based on the descriptions identified in the Quotes, but excluding all other terms incorporated therein. Contractor shall deliver all Products at the prices indicated in the Quotes, inclusive of all applicable taxes and other charges.
5. **Product Prices.** Contractor hereby acknowledges and certifies that the prices indicated in the Quotes are the prices as accepted by DGS for the identical items under the CMAS Contract or are "Not Specifically Priced" items as that term is defined by the DGS.
6. **Delivery and Installation.** Contractor shall deliver the Products at the Site(s) [One Hundred Sixty] (160) days after the Effective Date, and complete installation of the relevant Products at the Site(s) [Two Hundred] (200) days after the Effective Date, or as those dates may be modified per the agreement of the Parties in writing.
7. **Payments.** District shall pay the Contractor a fixed sum of **\$349,559.02** for the delivery of the Products consistent with the pricing in in the Quotes, inclusive of bonds and taxes. The District shall pay Contractor all undisputed amounts within thirty (30) days after: (i) the Contractor submits an itemized statement to the District for Products actually delivered; and (ii) after the District provides written approval of the Products.
8. **Equipment and Labor.** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Products herein described.
9. **Subcontractors.** Subcontractors, if any, engaged by Contractor for any service or work under this Agreement shall be subject to the approval of the District ("Subcontractor(s)"). Contractor agrees to bind every Subcontractor by the terms of this Agreement as far as such terms are applicable to Subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Agreement, Contractor shall be fully responsible to the District for acts and omissions of its Subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any Subcontractor and the District.
10. **Prevailing Wage.** Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws. Prevailing wage rates are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics_and_databases.html.
11. **Licensing.** Any installation services shall be performed by Contractor's designated and approved installers that shall have valid and current licenses with the California Contractors State License Board. All labor performed at the Site(s) shall be subject to all California Labor Code requirements. The District shall have sole discretion over allowing Contractor's and Subcontractor's necessary uninterrupted access and suitable staging area to the Sites

for purposes of installation and inspection. All lighting and electrical supply must be operational during the installation process.

12. **Bonds.** Contractor shall not commence the Work under this Agreement until it has submitted and the District has approved a performance bond and payment (labor and material) bond(s), by a California admitted surety, for the full value of this Contract. These bonds shall be on the forms provided **Exhibit C**.
13. **Force Majeure Clause.** Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor, and that the occurrence of any such circumstance was beyond the contemplation of the Parties at the time of the execution of this Agreement. The Parties acknowledge that as of the Effective Date there are ongoing supply chain issues, and that any supply chain issues shall not constitute an event excusing performance unless the supply chain issue renders Contractor's performance of its contractual obligations commercially impracticable.
14. **Termination.** If Contractor fails to perform the its obligations under this Agreement to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement, or if Contractor violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Contractor. District shall also have the right in its sole discretion to terminate the Agreement for its own convenience.
15. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.
16. **Miscellaneous Provisions.**
 - 16.1. The Parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one Party or the other.
 - 16.2. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Contractor. No other promises, agreements, or statements between the Parties shall be binding unless made in writing and signed by all Parties hereto.
 - 16.3. Each Party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement. In the event that any action is brought to enforce this Agreement, each Party shall bear their own attorneys' fees.
 - 16.4. This Agreement and the rights and obligations of the Parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.

- 16.5. The Parties hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
- 16.6. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all Parties have been furnished and delivered to the attorneys for all Parties to this Agreement. Signature of copies and facsimile/electronic versions of this Agreement shall have the same force and effect as signature of the original.
- 16.7. **Confidentiality.** All information and material which District has access to in connection with this Agreement, including, but not limited to, Contractor's documentation, financials, marketing, sales, estimates of work, and quotations ("Confidential Information"), shall remain confidential unless otherwise authorized by Contractor in writing or required by law.

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

Morgan Hill Unified School District

IT Management Corp.

Date: _____, 2022

Date: May 24, 2022

By: _____

By: Arman Eghbali 

Title: _____

Title: President

EXHIBIT A

CMAS CONTRACT NUMBER 3-22-01-1009

See attached Multiple Award Schedule from IT Management Corporation for reference

State of California

MULTIPLE AWARD SCHEDULE

IT Management Corporation

CMAS NUMBER:	3-22-01-1009
CMAS TERM DATES:	01/07/2022 through 09/26/2024
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE TERMS & CONDITIONS:	June 7, 2019
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QTCA19D00MM
BASE SCHEDULE HOLDER:	Synnex Corporation

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), and Software as a Service (SaaS). (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](#) (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer’s or publisher’s warranty or terms and conditions as shown in the base schedule are not applicable to this CMAS.

Original Signature on File Effective Date: **01/07/2022**

John Dickinson, Program Analyst, California Multiple Award Schedules Unit

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IT MANAGEMENT CORPORATION
CMAS NO 3-22-01-1009**

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 covered by this CMAS. Service specific letters of authorization from the manufacturer 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 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.

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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-Acer
Brand-APC By Schneider Elec
Brand-Asus
Brand-Barracuda
Brand-Cisco
Brand-Dell
Brand-Hewlett Packard (HP)
Brand-Hewlett Packard (HPE)
Brand-Lenovo
Brand-Ruckus Wireless
Brand-TrippLite
Infrastructure as a Service
Service-Hardware Installation
Service-Hardware Maintenance
Service-Hardware Repair
Service-Software Maintenance
Software
Software as a Service (SaaS)

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](http://www.gsaelibrary.gsa.gov) at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Software maintenance as a service and order-level materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**IT Management Corporation
5201 Great America Parkway, Suite 320
Santa Clara, CA 95054
Attn: Maryam Mohammadi**

E-mail: sled@itmgmt.com

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

Contact: Maryam Mohammadi
Phone: (408) 495-5900
E-mail: maryam@itmgmt.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 Revenue and Taxation Code 7063 or 19195. **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 101684160. 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).

MINIMUM ORDER LIMITATION

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

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.

PRICE DISCOUNTS

This CMAS contains dollar volume discounts. See the base schedule for the specific percentage of discount.

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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 from the California Department of Technology (CDT) in accordance with [TL 17-06](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf) (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.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). 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

30 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

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](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/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).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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 SCM, Volume 2, Chapter 6 (for non-IT), SCM, Volume 3, Chapter 6 (for IT), and SCM, Volume FISCal, Chapter 5 (FISCal):

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 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.”
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent 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 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.

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 PCC 10329.

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

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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.

a. 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 Department of General Services (DGS), Procurement Division (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.

b. Local Government Agencies:

Local government agencies may use their own purchase order 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. The cost for each line item must 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 product delivery and service implementation.

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). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. 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, 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 IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

4. Amendments to State Agency's Purchase Orders

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

SCM, Volumes 2 & 3, Chapter 6, 6.A5.0 and SCM, Volume FISCal, Chapter 5, 5.A4.0 provides the following direction regarding amendments to all types of LPA purchase orders:

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

Amendments unique to non-IT services are covered in SCM, Volume 2, Chapter 6, 6.B2.9 and SCM, Volume FISCal, Chapter 5, 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.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 1797174 expires on 04/30/2022.

If this certification has expired, the current expiration date should be verified at [Cal eProcure](http://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx) (caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx). The OSDS contact information can be found on the [OSDS website](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program) (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program). Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

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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 (GC 14846(b)). NOTE: DGS 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 charged to customer agencies to support the CMAS program) for orders to California certified small business enterprises.

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

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

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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.

WITHHOLD LANGUAGE (SB588)

Option 1 – Withhold Language

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment, or the full payment if less than \$10,000.

Option 2 – No Withhold Language

During the contract term and upon completion of the contract for which a DVBE subcontractor commitment was made, DGS-PD will require the Contractor to certify all participation commitments and payments under the contract have been made to the DVBE. Upon request by DGS-PD, the Contractor shall provide proof of payment for the work.

PRODUCT SUBSTITUTIONS

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

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.

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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 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

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 per PCC 12200 through 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 SAM 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through 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 SAM Management Memo (MM) 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (Standard 152).

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.

See 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](http://www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage) (www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

Information on the [E-Waste - CALPIA Store and the E-Waste Exemption Request Form EWR-F400](http://catalog.calpia.ca.gov/services/e-waste/#/) can be found at catalog.calpia.ca.gov/services/e-waste/#/.

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 PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, [Real Estate Services Division \(RESD\) website](http://www.dgs.ca.gov/RESD) (www.dgs.ca.gov/RESD) if you have questions about public works 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 subcontractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any subcontractor 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 DIR at www.dir.ca.gov (select Statistics & Research).

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

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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.

The CMAS contractor's California Contractor's License number is 944128. This is a Class C-7 Low Voltage Systems license that is valid through 03/31/2022.

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.

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

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.

PRODUCTIVE USE REQUIREMENTS

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

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Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in 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 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 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 direct support of 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 SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCa, Chapter 2, 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 Universities of California, California State Universities, 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 its procurement policies and regulations.

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding.

See complete PCC 10298 language at (leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10298).

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PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding.

See complete PCC 10299 language at leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10299.

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, Federal Information Resources Management Regulation, Federal Information Processing Standards, General Services Administration Regulation, or Federal Installment Payment Agreement 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, GC 927. 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 must 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:

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 or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

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 shipping) placed against their CMAS.

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

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

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- 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, i.e., between specific departments and certain types of non-profit organizations, or when paying another government agency (GC 11256 through 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 does not accept the State of California credit card (CAL-Card).

7. Leasing/Financing

California State Agencies are required to utilize the Golden State Financial Marketplace (GS SMart) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMart program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

8. 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 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by DGS 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.

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9. 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.

10. 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 taxable consumables for State accounting purposes.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at [Cal eProcure \(caleprocure.ca.gov\)](http://Cal eProcure (caleprocure.ca.gov)). A complete CMAS consists of the following:

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

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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. 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 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, DGS Office of Legal Services is available to provide services.

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.

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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

To view the [DGS Accessibility Policy](http://www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility), please visit www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility.

EXHIBIT B

CONTRACTOR'S QUOTES

See attached ITM Quote for reference



IT Management Corp.
 5201 Great America Parkway
 Suite 320
 Santa Clara, California 95054
 United States
<http://www.ITMGMT.com>
 (P) (888) 970-2070
 (F) (408) 739-1101

ITM Quote (Open / Expired)

Date Mar 14, 2022 04:34 PM PDT	Expiration Date 05/20/2022
Modified Date May 20, 2022 03:43 PM PDT	
Quote # 8531 - rev 4 of 4	
Description Flex Collaboration Edu with 60 months of Support	
SalesRep Manager, Account (P) (408) 495-5900 (F) 408-739-1101	
Customer Contact Coelho, Brandon (P) 408-201-6049 ext. 50199 coelhob@mhusd.org	

Customer
 Morgan Hill Unified School District (MH0450)
 Coelho, Brandon
 15600 Concord Circle
 Morgan Hill, CA 95037
 United States
 (P) 408-201-6086

Bill To
 Morgan Hill Unified School District
 Hoyle-Kent, Veronica
 15600 Concord Circle
 Morgan Hill, CA 95037
 United States
 (P) (408) 201-6099 ext. 51099
 hoylekentv@mhusd.org

Ship To
 Morgan Hill Unified School District
 Hoyle-Kent, Veronica
 15600 Concord Circle
 Morgan Hill, CA 95037
 United States
 (P) (408) 201-6099 ext. 51099
 hoylekentv@mhusd.org

Shipping Info
 Delivery Method: FedEx Ground
 Carrier Account #:
 Special Instructions:
Payment Method
 Terms: Net 22 Days



#	Description	Part #	Tax	Qty	Unit Price	Total
Cisco Flex 3.0 for Cisco Unified Call Manager - 60 Months						
1	Cisco Collaboration Flex Plan Enterprise-Wide Calling for Education On-Premise license - Collaboration Flex Plan 3.0 Edu Note: A-FLEX-3-EDU XAAS Flex 3.0 for Education 1 SVS-FLEX-SUPT-BAS XAAS Basic Support for Flex Plan 1 A-FLEX-SRST-E XAAS SRST Endpoints (1) 900 A-FLEX-EXP-PAK XAAS Expressway Product Authorization Key (1) 1 A-FLEX-SW-11.5-K9 XAAS On-Premises & Partner Hosted Calling SW Bundle v11.5 (1) 1 A-FLEX-C-DEV-ENT XAAS Cloud Device Registration Entitlement 900 A-FLEX-MSG-ENT XAAS Messaging Entitlement 9400 A-FLEX-FILESTG-ENT XAAS File Storage Entitlement 188000 A-FLEX-PROPACK-ENT XAAS Pro Pack for Cisco Control Hub Entitlement 900 A-FLEX-EXP-RMS XAAS Expressway Rich Media Session (1) 150 A-FLEX-EA-E-K-STU XAAS EA Students for K-12 8500 A-FLEX-SME11 XAAS Session Manager v11 (1) 1 A-FLEX-P-PLMENC-K9 XAAS Unified Communications Manager Encryption License (1) 1 A-FLEX-P-ACC-11X XAAS Access v11 License (1) 150 A-FLEX-P-CA-11X XAAS Common Area v11 License (1) 375 A-FLEX-P-UCXN11 XAAS Unity Connection v11 License (1) 1275 A-FLEX-P-ER-11 XAAS Emergency Responder v11 License (1) 2250 A-FLEX-UCM-PAK XAAS UCM Product Authorization Key (1) 1 A-FLEX-P-UCM11 XAAS Unified Communications Manager v11 License (1) 900	A-FLEX-EAPL-EDU	No	750	\$369.00	\$276,750.00

Project completion 160 days from RFI

Subtotal \$276,750.00

Quote Approved & Terms Accepted by:

Name: _____
Title: _____
Signature: _____
Date: _____
P.O. Number: _____
Fax to: (888) 506-0606

Subtotal:	\$276,750.00
Discount:	-\$0.00
Tax (9.1250%):	\$0.00
Shipping:	\$0.00
Multiple Award Schedule Contract Transaction, IFF & Administration Fees*:	\$5,258.25
Total:	\$282,008.25

Sales Associates

Preparer: Manager, Account
E-mail: sled@itmgmt.com
Phone: (408) 495-5900
Account Manager: IT Management Corp., Customer Service
E-mail: CST@itmgmt.com

IT Management Corp. Standard Terms & Conditions

For up to date list of terms and conditions, please visit MSA.ITMGMT.com

Payments:

- One hundred percent (100%) of hardware/software/support/maintenance/training is invoiced upon shipment of order.
- Applicable Sales Taxes, shipping and handling fees are invoiced upon shipment of order.
- You may download a copy of our W9 via following the link:

W-9.ITMGMT.com

Delivery:

- Hardware/Software will be shipped ground unless otherwise specified by Customer.
- Freight on Board (FOB) Origin- IT Management Corp. (IT MGMT) shall, in its best efforts, deliver products and services in a timely manner to Customer.
- For third-party vendor orders, IT MGMT is limited to the delivery schedule and inventory availability by the vendor, and as such, IT MGMT shall not be held responsible for delays in shipping to customer.

No-Hire Provision:

- During the Project and for a period of one year after the completion or termination of the Project, Client will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any personnel of Consultant who are working or have worked on the Project.

Confidentiality:

- Customer agrees to treat all Confidential Information as confidential information of IT MGMT, both during and after the term of this engagement.
- Confidential Information means all information and material to which Customer has access in connection with this purchase order including, but not limited to, IT MGMT documentation, financials, marketing, sales, estimates of work, and quotations. Customer agrees to use the Confidential Information received under this quotation solely for the purposes of performing its obligations under this quotation. Customer will not disclose or make Confidential Information available to any third party, except as specifically authorized by IT MGMT in writing.

Contract Administration Fees:

*Multiple Award Schedule contracts fees and Industrial Funding Fee (IFF) payments is a critical component of contract compliance and contract maintenance. Government agencies prefer to procure through the MAS programs such as CMAS, GSA, PPEPM and others incur the IFF because of the resulting benefits, particularly compared to the cost of the customer staff time needed to award a new procurement. The Industrial Funding Fee is a fee to cover the cost of operating the Federal Supply Schedules (FSS) or other programs. This fee is a fixed percentage of reported sales the Schedule contracts that is paid quarterly by contractors. Each MSA Program fee varies depending on the IFF scheduled published by the authoritative entity.



IT Management Corp.
 5201 Great America Parkway
 Suite 320
 Santa Clara, California 95054
 United States
<http://www.ITMGMT.com>
 (P) (888) 970-2070
 (F) (408) 739-1101

ITM Quote (Open / Expired)	
Date Mar 17, 2022 03:26 PM PDT	Expiration Date 04/07/2022
Modified Date May 20, 2022 03:46 PM PDT	
Quote # 8549 - rev 2 of 2	
Description BE6K Servers for CUCM & Services	
SalesRep Sales Representative, Inside (P) 4088377000 ext. 1310 (F) 888-506-0606	
Customer Contact Coelho, Brandon (P) 408-201-6049 ext. 50199 coelhob@mhusd.org	

Customer

Morgan Hill Unified School District (MH0450)
 Coelho, Brandon
 15600 Concord Circle
 Morgan Hill, CA 95037
 United States
 (P) 408-201-6086

Bill To

Morgan Hill Unified School District
 Hoyle-Kent, Veronica
 15600 Concord Circle
 Morgan Hill, CA 95037
 United States
 (P) (408) 201-6099 ext. 51099
 hoylekentv@mhusd.org

Ship To

Morgan Hill Unified School District
 Hoyle-Kent, Veronica
 15600 Concord Circle
 Morgan Hill, CA 95037
 United States
 (P) (408) 201-6099 ext. 51099
 hoylekentv@mhusd.org

Shipping Info

Delivery Method: FedEx Ground
 Carrier Account #:
 Special Instructions:

Payment Method
 Terms: Net 22 Days



#	Description	Part #	Tax	List Price	% off	Qty	Unit Price	Total
Cisco CUCM BE6000 Compute & Storage - 60 Months								
1	Cisco Business Edition 6000H (Export Restricted) M5 Server - rack-mountable - 1U - 2-way - 2 x Xeon Silver 4114 / 2.2 GHz - RAM 64 GB - SATA/SAS - hot-swap 2.5" bay(s) - HDD 8 x 300 GB - GigE - monitor: none Note: BE6K-PSU Cisco UCS 770W AC Power Supply for Rack Server QTY 2 BE6H-NIC1 Intel i350 Quad Port 1Gb Adapter QTY 2 BE6K-RAIDCTRLR Cisco 12G Modular RAID controller with 2GB cache QTY 2 BE6K-DISK 300GB 12G SAS 10K RPM SFF HDD QTY 16 R2XX-RAID5 Enable RAID 5 Setting QTY 2 BE6K-RAM-M5-NEW 16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v QTY 8 BE6K-CPU 2.2 GHz 4114/85W 10C/13.75MB Cache/DDR4 2400MHz QTY 4 CAB-9K12A-NA Power Cord 125VAC 13A NEMA 5-15 Plug North America QTY 4 BE6K-VIRTBAS-7X Cisco BE Embedded Virt. Basic 7x BE6K only QTY 2	BE6H-M5-K9	Yes	\$27,906.66	52.70%	2	\$13,200.00	\$26,400.00
2	Cisco Smart Net Total Care Software Support Service Technical support - for BE6K-VIRTBAS-7X - phone consulting - 1 year - 24x7	CON-ECMU-BE6KVIRX	No	\$450.00	31.78%	2	\$307.00	\$614.00
3	Cisco Power supply - hot-plug / redundant (plug-in module) - AC 100-240 V - 770 Watt - for UCS C220 M4, Smart Play 8 C220	UCSC-PSU1-770W=	Yes	\$946.89	64.62%	2	\$335.00	\$670.00
4	Cisco Power cable - IEC 60320 C13 to NEMA 5-15 (M) - AC 110 V - 8 ft - North America - for MDS 9020, 9216, 9216A, 9216i	CAB-9K12A-NA=	Yes	\$36.60	53.55%	2	\$17.00	\$34.00
5	Cisco SMARTnet Extended service agreement - replacement - 24x7 - response time: 4 h - for P/N: BE6H-M5-K9, BE6H-M5-K9-RF, BE6H-M5-K9-WS	CON-SNTP-BE6HM5K9	No	\$3,346.90	31.28%	2	\$2,300.00	\$4,600.00
							Subtotal	\$32,318.00

Engineering Services & Migration Services

#	Description	Part #	Tax	List Price	% off	Qty	Unit Price	Total
6	Project Deployment Services Technical and Engineering Services	ITM-Engr- Clab-3	No	\$285.00	21.05%	140	\$225.00	\$31,500.00
Note: The services will be used for the installation, setup, and migration of the CUSM								
								Subtotal \$31,500.00

Quote Approved & Terms Accepted by:

Name: _____
Title: _____
Signature: _____
Date: _____
P.O. Number: _____
Fax to: (888) 506-0606

Subtotal: \$63,818.00
Discount: -\$0.00
Tax (9.1250%): \$2,473.24
Shipping: \$0.00
Multiple Award Schedule Contract Transaction, IFF & Administration Fees*: \$1,259.53
Total: \$67,550.77
(List Price: \$105,274.10)

Sales Associates

Preparer: Sales Representative, Inside
E-mail: isr@itmgmt.com
Phone: 4088377000 ext. 1310
Account Manager: IT Management Corp., Customer Service
E-mail: CST@itmgmt.com

IT Management Corp. Standard Terms & Conditions

For up to date list of terms and conditions, please visit MSA.ITMGMT.com

Payments:

- One hundred percent (100%) of hardware/software/support/maintenance/training is invoiced upon shipment of order.
- Applicable Sales Taxes, shipping and handling fees are invoiced upon shipment of order.
- You may download a copy of our W9 via following the link:

W-9.ITMGMT.com

Delivery:

- Hardware/Software will be shipped ground unless otherwise specified by Customer.
- Freight on Board (FOB) Origin- IT Management Corp. (IT MGMT) shall, in its best efforts, deliver products and services in a timely manner to Customer.
- For third-party vendor orders, IT MGMT is limited to the delivery schedule and inventory availability by the vendor, and as such, IT MGMT shall not be held responsible for delays in shipping to customer.

No-Hire Provision:

- During the Project and for a period of one year after the completion or termination of the Project, Client will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any personnel of Consultant who are working or have worked on the Project.

Confidentiality:

- Customer agrees to treat all Confidential Information as confidential information of IT MGMT, both during and after the term of this engagement.
- Confidential Information means all information and material to which Customer has access in connection with this purchase order including, but not limited to, IT MGMT documentation, financials, marketing, sales, estimates of work, and quotations. Customer agrees to use the Confidential Information received under this quotation solely for the purposes of performing its obligations under this quotation. Customer will not disclose or make Confidential Information available to any third party, except as specifically authorized by IT MGMT in writing.

Contract Administration Fees:

*Multiple Award Schedule contracts fees and Industrial Funding Fee (IFF) payments is a critical component of contract compliance and contract maintenance. Government agencies prefer to procure through the MAS programs such as CMAS, GSA, PPEPM and others incur the IFF because of the resulting benefits, particularly compared to the cost of the customer staff time needed to award a new procurement. The Industrial Funding Fee is a fee to cover the cost of operating the Federal Supply Schedules (FSS) or other programs. This fee is a fixed percentage of reported sales the Schedule contracts that is paid quarterly by contractors. Each MSA Program fee varies depending on the IFF scheduled published by the authoritative entity.

PAYMENT BOND – Contractor’s Labor & Material Bond (100% of Contract Price)

KNOWN ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board (“Board”) of the Morgan Hill Unified School District (or “District”) and IT Management Corp., (“Principal”) have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**PURCHASE OF INFORMATION TECHNOLOGY GOODS AND SERVICES UNDER CMAS AGREEMENT NO.3-22-01-1009
 (“Project” or “Contract”)**

which Contract dated May 19, 2022, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and Federal Insurance Company (“Surety”) are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

Three Hundred Forty Three Thousand Forty One and 24/100 DOLLARS

(\$ 343,041.24), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney’s fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

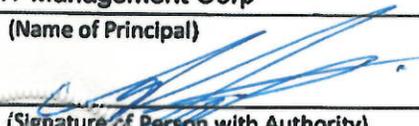
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 24th day of May, 2022.

Principal

IT Management Corp

(Name of Principal)



(Signature of Person with Authority)

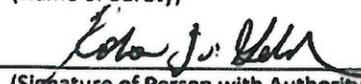
Arman Eghbali, President

(Print Name)

Surety

Federal Insurance Company

(Name of Surety)



(Signature of Person with Authority)

Robert S. Goldstein, Attorney In Fact

(Print Name)

Danyiele Myles c/o Chubb

(Name of California Agent of Surety)

555 South Flower St. 3rd Floor Los Angeles CA 90071

(Address of California Agent of Surety)

Office: 213-612-5590

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Florida Palm Beach)
County of _____)

May 24, 2022 before me,

_____ MARK T. ENLOTH, NOTARY
Date Here Insert Name and Title of the Officer

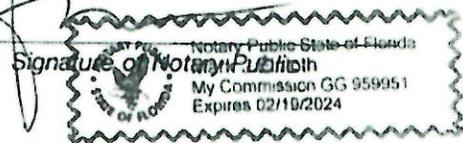
personally appeared Robert S. Goldstein Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Robert S. Goldstein, Robin Goldstein and Deborah S. Portnoy of Palm Beach Gardens, Florida

each as their true and lawful Attorney-In-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 23rd day of December, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 23rd day of December, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 24th Day of May 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-9955 e-mail: surety@chubb.com

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Federal Insurance Company

of Indianapolis, Indiana, organized under the laws of Indiana, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 15th day of October, 1990, I
have hereunto set my hand and caused my official seal to be affixed
this 15th day of October, 1990.

Fee \$ 77.00

Rec. No. 542421

Filed 5/30/90

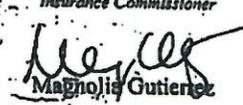
Roxani m. Gillespie
Insurance Commissioner

By
Certification

Victoria S. Sidbury
Deputy

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have set my hand and caused my official seal to
be affixed this 18th day of June, 2019.

Ricardo Lara
Insurance Commissioner
By 
Magholla Gutierrez

FEDERAL INSURANCE COMPANY
STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis
 June 30, 2020
 (in thousands)

ASSETS		LIABILITIES AND SURPLUS TO POLICYHOLDERS	
Cash and Short Term Investments	\$ (150,480)	Outstanding Losses and Loss Expenses	\$ 7,413,588
United States Government, State and Municipal Bonds	4,424,361	Reinsurance Payable on Losses and Expenses	1,114,969
Other Bonds	5,278,465	Unearned Premiums	2,061,879
Stocks	257,136	Ceded Reinsurance Premiums Payable	218,053
Other Invested Assets	<u>1,034,373</u>	Other Liabilities	<u>746,680</u>
TOTAL INVESTMENTS	<u>10,835,049</u>	TOTAL LIABILITIES	<u>11,555,169</u>
Investments in Affiliates:		Capital Stock	20,980
Great Northern Ins. Co.	400,161	Paid-in Surplus	2,711,474
Vigilant Ins. Co.	345,401	Unassigned Funds	<u>1,352,176</u>
Chubb Indemnity Ins. Co.	180,097	SURPLUS TO POLICYHOLDERS	<u>4,084,630</u>
Chubb National Ins. Co.	183,071		
Other Affiliates	88,359		
Premiums Receivable	1,594,094		
Other Assets	<u>2,011,867</u>		
TOTAL ADMITTED ASSETS	<u>\$ 15,639,799</u>	TOTAL LIABILITIES AND SURPLUS	<u>\$ 15,639,799</u>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At June 30, 2020, investments with a carrying value of \$550,054,730 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
 COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Federal Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 30th day of June, 2020.

Sworn before me this _____
 Designated by: _____
 John P. Taylor
 Senior Vice President

 Notary Public

 My commission expires

EXHIBIT D

CERTIFICATIONS

HEALTH & SAFETY CERTIFICATION

I, Arman Eghbali _____ [Your Name],

IT Management Corporation _____ [Firm Name]
("Contractor").

hereby acknowledge that Contractor must comply with the policies, safety protocols and practices, vaccination and COVID testing policies established by the District, the Health Officer of the County of Santa Clara, the state of California, and OSHA and Cal-OSHA related to required health monitoring, cleaning and sanitization practices, physical distancing requirements, face coverings, use of personal protective equipment, site safety protocols, community infectious disease spread reduction plan, and communication matters (collectively "Health & Safety Policies") in effect as of the date of this Contract and as may be revised during the term. Contractor must always review and implement the Health & Safety Policies in its performance of this Agreement, including the work of Contractor's consultants and subcontractors.

Additionally, I hereby certify that Contractor's employees, agents, subcontractors, any subcontractor's employees or agents and any other person that may enter upon any District school site for purpose of performing Contractor's obligations under this Agreement, will not be allowed to enter the District site if they have a fever, cough or other COVID-19 or infectious disease symptom(s) and/or if they have not complied with the Health & Safety Policies.

I further agree to implement, comply with, and fulfill the terms and requirements of the Health & Safety Policies. I also acknowledge and hereby certify that I will require any of the Contractor's employees, agents, subcontractors, or Contractor's subcontractors' employees or agents to comply with the requirements of the Health & Safety Policies.

ACKNOWLEDGEMENT AND CERTIFICATION

I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 5/24/2022 _____

Proper Name of Contractor: IT Management Corporation _____

Signature:  _____

Print Name: ARMAN EGHBALI _____

Title: President _____

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

Pursuant to the fingerprinting and criminal background investigation requirements of Education Code section 45125.1, one (1) of the four (4) boxes below **must** be checked, with the corresponding certification provided, and this form shall be attached to the agreement between the **Morgan Hill Unified School District ("District")** and **IT Management Corp. ("Contractor")** for CMAS purchase of IT Goods and Services ("**Agreement**"):

Contractor certifies that Contractor has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 and that the California Department of Justice has determined that neither Contractor nor any of Contractor's employees, subcontractors, agents, and subcontractors' employees or agents (collectively "Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Contractor, who may interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement, have been convicted of a felony, as that term is defined in Education Code section 45122.1. Contractor shall immediately provide the District any subsequent arrest and conviction information it receives from the California Department of Justice for those Employees during the course of providing services pursuant to this Agreement. A complete and accurate list of all Employees who may interact with District pupils during the course and scope of this Agreement is attached hereto.

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Neither Contractor nor Contractor's Employees will have any interaction with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 do not apply to Contractor for the services provided under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative's Name & Initials: _____ **INITIAL HERE:** _____

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Contractor's services pursuant to this Agreement are provided in an emergency or exceptional situation, such as when pupil health or safety is endangered, and the District will take appropriate steps to protect the safety of any pupil that may interact with Contractor and/or Contractor's Employees so that Contractor and/or Contractor's Employees do not interact with District pupils outside the immediate supervision and control of the pupil's parent or guardian or a District employee in the course of providing services pursuant to this Agreement. (Ed. Code, § 45125.1 (c).) As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative's Name & Initials: _____ **INITIAL HERE:** _____

[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.] Contractor is a sole proprietor and in compliance with Education Code section 45125.1 (h)(1)-(2), the District confirmed with the California Department of Justice that Contractor has not been convicted of a felony, as that term is defined in Education Code section 45122.1, pursuant to the requirements of Education Code section 45125.1 (a). As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District.

District Representative's Name & Initials: _____ **INITIAL HERE:** _____

Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor that will be on any school site and the employees of any subconsultants and/or subcontractors that will be on any school site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: 5/24/2022

Proper Name of Contractor: IT Management Corporation

Signature: _____

Print Name: ARMAN EGHBALI

Title: President

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

Date: 5/24/2022

Proper Name of Vendor: IT Management Corporation

Signature: _____

Print Name: ARMAN EGHBALI

Title: President

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Agreement.)

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

IT Management Corp. ("Contractor") shall complete **ONLY ONE** of the following three paragraphs.

1. Contractor's total Guaranteed Project Cost is less than one million dollars (\$1,000,000).

OR

2. Contractor's total Guaranteed Project Cost is one million dollars (\$1,000,000) or more, but Contractor is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Contractor is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

3. Contractor's total Guaranteed Project Cost is one million dollars (\$1,000,000) or more, but the District has given prior written permission to SHI to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind Contractor to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 5/24/2022

Proper Name of Contractor: IT Management Corporation

Signature: 

Print Name: ARMAN EGHBALI

Title: President

ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "Federal Order") imposing economic sanctions and prohibiting many activities including, but not limited to, investing, importing, exporting, and contracting, in areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "State Order").

If awarded a contract with the District, your Firm must comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

As part of this procurement, please respond to the the following:

- This Firm is in compliance with the required economic sanctions of the Federal and State Orders
- List the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine:

- This Firm is **not** in compliance with the required economic sanctions of the Federal and State Orders

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: 5/24/2022

Name of Consultant or Company: IT Management Corporation

Signature: 

Print Name and Title: ARMAN EGHBALI, President