

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

KYA Services, LLC

CMAS NUMBER:	4-20-78-0089C
SUPPLEMENT NUMBER:	7
CMAS TERM DATES:	02/26/2020 through 02/10/2030
EFFECTIVE DATE:	01/21/2025
CMAS CATEGORY:	Non-IT Commodities General Provisions
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	June 21, 2022
APPLICABLE CMAS SPECIAL PROVISIONS:	January 2, 2025
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QSMA20D08P7
BASE SCHEDULE HOLDER:	KYA Services LLC
PROGRAM ANALYST	Trice Baker Trice.baker@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, roofing products, pre-engineered and prefabricated buildings and structures for storage solutions, hardware store products, lawn and garden equipment, heating, ventilation, and air conditioning (HVAC), energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, signs, and flags. (See pages 4 through 10 for the services, job titles, and restrictions applicable to this CMAS.)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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This supplement is to extend this CMAS through 02/10/2030. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions, General Provisions, CMAS Special Provisions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions, General Provisions, and CMAS Special Provisions. Review these provisions carefully as they have changed.

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

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

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the [CALPIA website](#). A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

CMAS RESTRICTION FOR CARPET PURCHASES

The Department of General Services' Office of Sustainability has determined that all carpet purchased by state agencies be made at the ANSI/NSF-140 Platinum level. The Governor's Executive Order B-18-12 Ordered that the State agencies purchase and use environmentally preferable products that have a lesser or reduced effect on human health and the environment. Carpet that is 3rd party certified to ANSI/NSF-140 Platinum level meets the requirement.

IMPORTANT NOTE TO ALL USERS OF THIS MULTIPLE AWARD SCHEDULE

A contract for the purchase and installation of carpet is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions. Prior to placing an order against this multiple award schedule, read pages 27 through 36 entitled "Information Regarding the Purchase and Installation of Carpet and Other Floor Coverings" to ensure your agency understands the special conditions involving public works contracts. If your agency does not have staff with expertise involving public works contracts, it is recommended that you seek interagency assistance or consider not using this multiple award schedule.

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HAZARDOUS SUBSTANCES

State Law (Labor Code (LC) 6360 et seq.) requires employers to have information regarding hazardous or potentially hazardous substances in the workplace on file or readily available to them. In order to assist employers' compliance with this requirement, the Department of Industrial Relations has compiled a list of hazardous substances.

Some or all of the products listed on this CMAS appear on the Hazardous Substances List. CMAS supplier must provide Material Safety Data Sheet for these products when they are delivered to California Public Agencies. A Material Safety Data Sheet is supplied by the manufacturer of a substance and lists the manufacturer's name and address, the chemical name, physical properties of the material, potential hazards, safeguards and procedures to follow in case of accident or overexposure.

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

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-Act Global
- Brand-Bentley
- Brand-Quick Crete
- Brand-Tandus
- Building-Prefab Structure-Medical
- Floor Cov-Broadloom Carpet
- Floor Cov-Hardwood
- Floor Cov-Sport Flooring
- Floor Cov-Synthetic Turf
- Floor Cov-Vinyl Sheeting/Tile
- Playground-Equip
- Sport Surface-Synthetic Track

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, removal, disposal, preparation, installation, maintenance, and repair of park and playground equipment, commercial flooring, roofing products, pre-engineered and prefabricated buildings and structures for storage solutions, hardware store products, lawn and garden equipment, heating, ventilation, and air conditioning (HVAC), energy-efficient lighting, power distribution equipment, complete daycare, preschool and classroom solutions, signs, and flags.

Only the following services are available within the scope of this CMAS:

- Standard Floor Preparation (So Cal)
- Standard Floor Preparation (Sac)
- Standard Floor Preparation (Bay Area)
- Excessive Floor Preparation (So Cal)
- Excessive Floor Preparation (Sac)
- Excessive Floor Preparation (Bay Area)
- Field Repairs
- Removal of Playground Equipment
- Application of Playground Equipment
- Standard Floor Prep
- Furniture R&R
- Toilet Removal
- Turf Removal
- Turf Application (Standard)
- Turf Application (Non- Standard)
- Concrete Curb
- Natural Sod Removal
- Poured-In-Place Removal
- Poured-In-Place Application

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Natural Sod Application
Poured-In-Place Repair
Aggregate Base Removal
Aggregate Base Application
Logo Application
Track Surface Repair
Track Surface Re-Top
Track Surface Complete Application
Track Surface Refresh
Structural Spray Black
Structural Spray Color
Base Mat w/ Structural Spray Black
Base Mat w/ Structural Spray Color
Polyurethane Sandwich System
Polyurethane Full Pour
Track Maintenance
Substrate Prep
Substrate Compaction
Trenching
Clear, Grub and Haul
Staking
Goal Post Application
Drainage Application
Application of Sports Pad
Application of Playground Pad
Application of Infill
Application of Headerboard
Removal of Existing Surface
Application of Rubber Playground Tiles
Standard Synthetic Turf Maintenance
Premium Synthetic Turf Maintenance
Application of Asphalt
Application of Concrete
Perimeter saw cut
Application of tree wells
Application of mulch
Application of decomposed granite
Application of irrigation
Perimeter pip removal
Asphalt saw cut
Application of sealer
Re-grading base
Application of ramp
Application of grout
Scarification
Application of seeded rock
Demo Glue Down Carpet / Carpet Tile

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Demo Powerbond Carpet/ Vinyl Backed
Demo Carpet over Pad
Demo Sheet Vinyl
Demo VCT/LVT
Demo Rubber
Skim Coat
Grind Floor
Application of Carpet Tile
Application of Powerbond Carpet
Application of Carpet Over Pad
Lift Application of Carpet Tile
Application of Sheet Vinyl
Self Cove
Application of Linoleum
Heat Weld
Application of LVT
Application of VCT
Application of Rubber Tile
4" Rubber Base
6" Rubber Base
Vinyl Transition Strips
Moisture Test
Outside Corner Installation
Removal of Degraded Seal Coats
Application of Moisture Barrier
Demo Ceramic Tile
Application of HVT
Expediting Service
Application of Self- Level Compound
Application of Ceiling Tiles
Surface Preparation for Finish
Application of Lamp Lens
Application of Retrofit LED Kit
Application of Tackboard
Application of Sound Wall
Application of Thermostats
Dumpster Service
Demo Existing Wood Flooring < 5,000sf
Demo Existing Wood Flooring > 5,000sf
Install Wood Flooring < 5,000sf
Install Wood Flooring > 5,000sf
Install Wood Subfloor < 5,000sf
Install Wood Subfloor > 5,000sf
Install Visqueen Vapor Retarder
Shim Flooring < 5,000sf
Shim Flooring > 5,000sf
Water Base Wood Floor Refinishing < 5000sf

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Water Base Wood Floor Refinishing > 5,000sf
Oil Base Wood Floor Refinishing < 5000sf
Oil Base Wood Floor Refinishing > 5,000sf
Sand & Refinish Wood Flooring < 5,000sf
Sand & Refinish Wood Flooring > 5,000sf
Patch Wood Flooring < 5,000sf
Patch Wood Flooring > 5,000sf
Application of Additional Finish Coat
Paint Basketball Court
Paint Volleyball Court
Paint Badminton Court
Paint Pickleball Court
Paint/Stain Floor
Slab infill < 5,000sf
Slab infill > 5,000sf
Install Threshold
Install Floor Lids
Install Vent Cove Base
Paint Custom Graphics/Letters
Re-Paint Existing Game Lines
Court Design Service
GMAX Testing Procedure
Performance Testing Procedure
Air Cooled Chiller Services – Annual Cost per Chiller
Water Cooled Screw and Centrifugal Chiller Services – Annual Cost per Chiller
Water Cooled Magnetic Bearing Chiller Services – Annual Cost per Chiller
Heat Exchanger Services – Annual Cost per Heat Exchanger
Air Compressor Services – Annual Cost per Air Compressor
VFD's and Pump Services – Annual Cost per VFD and Pump
Air – Water Separator Services – Annual Cost per Separator
Application of replica plants
Application of cobble stone
Application of woodchips
Application of boulders
Application of slurry
Striping -asphalt
Natural tree - small
Natural tree - med
Natural - large
Application of natural plants
Application of pavers
Field Surveyor Service
Application of Window Treatment

The ordering agency must verify all products and/or services are currently available on the base General Services Administration (GSA) schedule.

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

- Floor Covering Journeyman (So Cal)
- Floor Covering Level 1 (So Cal)
- Floor Covering Level 2 (So Cal)
- Floor Covering Level 3 (So Cal)
- Floor Covering Level 4 (So Cal)
- Floor Covering Level 5 (So Cal)
- Floor Covering Level 6 (So Cal)
- Floor Covering Level 7 (So Cal)
- Floor Covering Level 8 (So Cal)
- Floor Covering Journeyman (Bay Area)
- Floor Covering Level 1 (Bay Area)
- Floor Covering Level 2 (Bay Area)
- Floor Covering Level 3 (Bay Area)
- Floor Covering Level 4 (Bay Area)
- Floor Covering Level 5 (Bay Area)
- Floor Covering Level 6 (Bay Area)
- Floor Covering Level 7 (Bay Area)
- Floor Covering Level 8 (Bay Area)
- Floor Covering Journeyman (Sac)
- Floor Covering Level 1 (Sac)
- Floor Covering Level 2 (Sac)
- Floor Covering Level 3 (Sac)
- Floor Covering Level 4 (Sac)
- Floor Covering Level 5 (Sac)
- Floor Covering Level 6 (Sac)
- Floor Covering Level 7 (Sac)
- Floor Covering Level 8 (Sac)
- Flooring Project Manager
- Flooring Site Supervisor
- Flooring Project Coordinator
- Flooring Project Estimator
- Turf Project Manager
- Turf Site Supervisor
- Turf Project Coordinator
- Turf Project Estimator
- Carpenter Journeyman
- HVAC Installer
- HVAC Laborer
- HVAC Technician
- HVAC Project Manager
- Site Assessment Coordinator
- Tile Layer Journeyman
- Quality Control Supervisor
- Safety Coordination Manager
- Rendering Coordinator

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Plumber/HVAC/Electrician
Plasterer Journeyman
Cement Mason Journeyman
Drywall Lather Journeyman

The ordering agency must verify the following current information about the job titles available in the base schedule at the [General Services Administration \(GSA\) eLibrary](#):

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

FIND BASE SCHEDULE PRICING

Once on the Contractor Information page for a specific GSA schedule, the pricelist can be found either in the Contractor Terms & Conditions (T&Cs)/Pricelist document or at GSA Advantage. The Contractor T&Cs/Pricelist document is provided by the contractor as a requirement of GSA and can be found under the Contractor T&Cs/Pricelist heading by clicking on the page icon.

If the contractor has products/services available for ordering on GSA Advantage, a 'GSA Advantage' icon will be displayed. By clicking this image link, this will execute a search against GSA Advantage. Depending on the category, whether product or service related, will return either:

- 1) If products, a listing of all products available for the contractor under this contract
- 2) If services, the same document provided under the column Contractor T&Cs/Pricelist by clicking View Contractor Information and then View Contractor Catalog.

EXCLUDED PRODUCTS AND/OR SERVICES

The following products and services are not available under this CMAS:

The purchase of Information Technology (IT) hardware
Non-Information Technology consulting services
Public works services for State Agencies (except for resilient flooring, carpet, lighting fixtures, and synthetic turf)
Surveillance Systems
Security and Detection Systems
Physical Access Control Systems
Complete Facilities Maintenance and Management
Smart Building Systems Integration
Specialty Equipment Service
HIC Testing Procedure
Application of Interior Paint
Application of Exterior Paint
Storage Service
Electric Vehicle (EV) Charging Basic - 240 V - Up to 400A
Electric Vehicle (EV) Charging Basic - 480 V - 400 to 2000A
Electric Vehicle (EV) Charging Stations - Level II - 240V

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Electric Vehicle (EV) Charging Stations – Level III - 480V
Energy Efficiency Assessment 1
Energy Efficiency Assessment 2
Energy Efficiency Assessment 3
Roof Mount Solar Option #1
Ground Mount Solar Option #2
Solar Carport Option #3
Procurement Coordinator
Submittals Coordinator
General Laborer Journeyman
General Laborer Material Handler Level 1
Drywall Installer Journeyman
Communications System Installer
Construction Project Supervisor
Project Specification Consultant
Project Design Consultant
Operating Engineer Journeyman
A/V Installer
Installer - Access Systems
Technician - Access Systems
Project Manager - Access Systems
Project Engineer - Access Systems
EV Installer
EV Technician
EV Project Manager
EV Project Engineer
Repair/Construction Laborer - Site Clean Up and Management
Repair/Construction Laborer - Journeyman
Repair/Construction Laborer - Skilled and Trained
Repair/Construction Laborer – Apprentice
Repair/Construction Laborer - Equipment Operator
Order-Level Materials (OLM)

ISSUE PURCHASE ORDER TO

Agency purchase orders must be sent to the following:

**KYA Services, LLC
1800 E McFadden Avenue
Santa Ana, CA 92705-4708
Attn: Lisa Chavez**

E-mail: lisa.chavez@thekeyagroup.com

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

Contact: Lisa Chavez
Phone: (714) 659-6477
E-mail: lisa.chavez@thekeyagroup.com
Website: <https://www.thekeyagroup.com/>

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for non-IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 102-369022. 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.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is \$100.

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 and prompt payment discounts. See the base schedule for the specific discount percentage.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

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IRAN CERTIFICATION

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

Pursuant to PCC 2010 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 and the CMAS Warranty provision in the CMAS Special Provisions.

CMAS contractor personnel shall have the experience, education, and expertise as defined in the base schedule.

DELIVERY

As negotiated between agency and CMAS contractor and included in the purchase order.

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.

SHIPPING INSTRUCTIONS

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

State agencies shall follow the instructions below whenever the weight of the purchase is 100 lbs. or more and F.O.B. Destination, Freight Prepaid is not used. This requirement is not applicable to local government agencies.

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

Traffic Management Unit (TMU) approval is not required for any Leveraged Procurement Agreement negotiated by DGS; however, it is recommended that state agencies contact TMU for a freight weight comparison using the Freight Analysis Worksheet on the TMU website, under the "Forms" heading to ensure the state is getting the most reasonable shipping cost.

Note: If shipping charges for purchases weighing less than 100 lbs. appear to be excessive (e.g., \$500 for a 5 lb. package where the shipping charge is a percentage of the cost of the item being purchased), departments are encouraged to contact TMU for help to obtain more appropriate pricing. TMU contact information can be found at the TMU website.

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PURCHASING AUTHORITY DOLLAR THRESHOLD

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

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Purchasing Authority Unit (PAU). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the List of State Departments with Approved Purchasing Authority website.

HOW TO USE CMAS

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- 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, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website 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 able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).

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- 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 by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- 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. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- 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. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the [Local Agency packet](#) available online.

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 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 best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available 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 Special Provisions, Conflict of Interest, for more information.

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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.

This provision does not apply to local government agencies.

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, 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), 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.

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3. Multiple CMAS Agreements on a Single Purchase Order

State 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.
- 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 State agency’s purchasing authority dollar threshold granted by DGS PAU.
- 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, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were assessed 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 a Non-Competitively Bid is approved for those amendments.

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a large business enterprise.

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SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (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 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 (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.
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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7**

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.

WITHHOLD LANGUAGE (SB588)

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.

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.

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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SPECIAL MANUFACTURED GOODS

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

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Special Provisions, Provision #14, 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 upon request by the state ordering agency.

ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, 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.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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**PILOT PROGRAM: ALTERNATIVE CONTRACTING PROCEDURES FOR PUBLIC WORKS
INSTALLATION**

Public Contract Code (PCC) 10298.5 establishes a pilot program for alternative contracting procedures for certain public works installations not including new construction. This program only applies to the installation, or purchase and installation, of resilient flooring, carpet, lighting fixtures, and synthetic turf. The program modifies existing rules which restrict State agencies from using CMAS agreements for public works contracts wherein the cost of the public works services exceeds the cost of the materials being purchased. State and local agencies should refer to PCC Section 10298.5 for additional requirements including the requirement to notify the Department of Industrial Relations in accordance with Section 1773.3 of the Labor Code.

This program expires January 1, 2028.

Suppliers and contracting agencies must comply with all requirements for this program as defined in Public Contract Code 10298.5.

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 (RESA) website if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

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, Special Provisions, 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 visit the [State Contractor's License Board](#) website 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 984827. This is a Class C15 - Flooring and Floor Covering, B - General Building, C-61 / D12 - Synthetic Products, A - General Engineering, C20 - Warm-Air Heating, Ventilating and Air-Conditioning, and C10 – Electrical license that is valid through 06/30/2025.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
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6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in 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 and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that 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 Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
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 comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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 the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete PCC 10299 language at the California Legislative Information website.

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 Special Provisions take 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 Special Provisions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. The use of CMAS does not 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; however, there is no guarantee that every requirement that pertains to all State processes has been included.

PAYMENTS AND INVOICES

This CMAS contains prompt payment discounts. See the base schedule for the specific discount percentage.

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.

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CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7**

2. Payee Data Record (Standard 204)

State Agencies 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.

For more information on the incentive fees see the [CMAS Management Guide](#).

4. Contractor Invoices

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

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

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

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

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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 (VISA CAL-Card).

7. Leasing/Financing

California State Agencies should use 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

California 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 Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is 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 CMAS contractor will invoice the State and the State will approve the invoice. 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 Unit via e-mail at SFM@dgs.ca.gov for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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 (e.g., toner, developer, staples), 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 CMAS

A copy of this CMAS can be obtained at [Cal eProcure](#). Links to the CMAS Special Provisions conditions and base schedule are available on the front page of this CMAS agreement.

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 verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

FEDERAL DEBARMENT

When federal funds are 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.

AMERICANS WITH DISABILITY ACT

To view the [DGS Accessibility Policy](#), please visit the DGS website.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
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Information Regarding the Purchase and Installation of Floor Coverings

A contract for the purchase and installation of carpet and other floor coverings is a public works contract as defined in Section 1101 of the Public Contract Code and, as such, requires certain special conditions.

A state agency **may not** contract for the installation of carpet in a building (a capital improvement to the building) that is **not owned** by the state. Carpet in leased facilities must be provided by the lessor and is accounted for in the lease agreement and rate. Users should contact the building manager and or the building owner when carpet is required.

A supplier or installer of carpet must be licensed by the State Contractors' Licensing Board with a C-15 Flooring and Floor Covering license which is current and in good standing. The supplier must provide the license number and expiration date for themselves and for all subcontractors providing installation services. This information shall be provided by the supplier on the "Contractors' License Requirements" form (see attached Sample A), which must be attached to each resulting carpet order. A subcontractor is defined as anyone who will perform work, labor, or render services in an amount in excess of one-half of one percent of the total order. Each subcontractor's business address and the portion of work that each will perform shall also be included on this form.

If the contract amount exceeds \$5,000 (labor/installation costs), the supplier must furnish a payment bond (Std. 807 - see attached Sample B) prior to the commencement of performance. The payment bond shall be in a sum not less than one hundred percent (100%) of the contract price. A blank copy of the Std. 807 form shall be provided to the supplier. In addition, the awarding agency must notify the contractor that the contract is subject to state contractor nondiscrimination and compliance requirements (see paragraph 42 of the CMAS Terms and Conditions).

The prevailing wage requirements apply and a list of prevailing wage rates must be available for inspection. It is the ordering agency's responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or at (415) 703-4774.

Agencies should be aware that there are certain requirements that pertain to floor coverings included in the Americans with Disabilities Act of 1992 (ADA). Some of these requirements pertain to carpet pile height (not to exceed 1/2" in height), fastening exposed carpet edges to floor, and changes in floor level not to exceed 1/2" beveled. It is the responsibility of the agency to comply with these requirements. Detailed information relative to carpet installation and ADA requirements can be obtained from the State Architect, Access Compliance Unit, at (916) 445-7523.

Agencies should be aware that old flooring material (tiles, glues, cove base, etc.) may contain asbestos and could present significant problems in the removal of old flooring material and in the installation of new carpet. Users should determine the presence or absence of asbestos containing material in their existing flooring materials and act accordingly before placing orders for carpet.

It is strongly recommended that new carpet not be installed over existing carpet due to potential conflicts with the Americans with Disabilities Act, and various fire, health and safety codes.

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The moisture content of the slab over which the carpet is to be installed must be within the limits allowed by the carpet manufacturer and/or glue manufacturer. The testing of slab moisture content can be performed by either the agency ordering the carpet or by the carpet supplier.

The agency should provide for a site inspection prior to issuing an order for the carpet desired and should use a checklist similar to the one attached (see attached Sample C). Additions, changes, modifications to the checklist should be made as necessary. The agency should inspect and monitor the progress of the installation to prevent problems.

The prime responsibility for contract performance rests with the contract holder, who shall be the primary contact point for problem resolution. This contract is structured such that the user may purchase carpet only or carpet installed from the supplier. In no case is the supplier allowed to deny installation of the carpet selected by any user for any location. Installation services may not exceed an amount equal to the cost of the carpet and, when identified, will be paid for in the cost of the CMAS order. Typically, the price schedule will contain pricing for "clean floor" (new) installation only. However, agencies may use the Not Specifically Priced (NSP) provision for "unclean floor" installation services, as well as products. The total dollar value of all installation services, on clean and/or unclean surfaces, using line item and/or NSP pricing, must not exceed 50% of the order's total value.

The cost of installation and any ancillary supplies/services is not included in the base price of the carpet and may be obtained from the price schedule if listed, or can otherwise be included via the NSP provision.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable. The following chart is provided to give an approximation of the costs for installation in several typical state locations.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
 KYA SERVICES, LLC
 CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7
ESTIMATED CARPET INSTALLATION COSTS**

(NOTE: THESE ARE APPROXIMATIONS ONLY, NOT ACTUAL CONTRACT INSTALLATION PRICES. DOES NOT INCLUDE COST OF NEW CARPET.)

BASED ON WEEKDAY INSTALLATION, NORMAL WORKING HOURS, PREVAILING WAGE, NO UNIQUE CONDITIONS

Description Of Installation	Estimated Installation Cost (per square yard)
General Office Space New Construction Clean Floor Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$4.00 Modular (Tile) \$4.00
General Office Space No Furniture Moving Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$5.00 Modular (Tile) \$5.00
General Office Space Moving of Conventional Furniture Remove Old Direct Glue Carpet Install New Carpet Direct Glue Down or Full Spread Release Adhesive Non-Patterned Carpet	Broadloom \$10.00 Modular (Tile) \$10.00
General Office Space Moving of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Broadloom Carpet Direct Glue Down Non-Patterned Carpet	Broadloom \$5.00 Plus \$300.00-\$400.00 <u>Per Workstation</u>
General Office Space Lifting of Modular (Panels And Components) Furniture Remove Old Direct Glue Carpet Install New Modular Carpet Full Spread Release Adhesive	Modular (Tile) \$11.00

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7
CARPET TYPES FOR GIVEN AREAS (GENERAL GUIDELINE ONLY)**

Area To Be Carpeted	Carpet Type
General Office (Example: General State Offices with No Or Light To Medium Public Traffic)	<p>26-28 Ounce Broadloom, Commercial Grade, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation by Direct Glue Down.</p> <p style="text-align: center;">Or</p> <p>26-28 Ounce Modular (Carpet Tile), Commercial Grade, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation With Full Spread Of Release Adhesive.</p>
Executive Offices (Example: Director’s Office, Deputy Directors, Agency Personnel)	<p>28-32 Ounce Broadloom, Commercial Grade, Tufted Graphics Design, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation by Direct Glue Down.</p> <p style="text-align: center;">Or</p> <p>28-32 Ounce Modular (Carpet Tile), Commercial Grade, Tufted Graphics Design, Loop Pile, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. Installation With Full Spread Of Release Adhesive.</p>
State Owned Residences	<p>34 Ounce Broadloom, Tufted, Commercial Grade, Cut and Loop Pile. Yarn to Be Branded Nylon, Any Conventional Dye Method. Installation Stretch In Over 3/8 Inch, 100% Synthetic Carpet Cushion, 28 Ounce Per Square Yard Nominal, 6.2 Pound Per Cubic Foot, Meeting Astm E648 Class 1 Radiant Panel Test.</p>
Temporary Buildings Including Mobile And Modular Facilities	<p>20 Ounce Broadloom, Tufted, Commercial Grade, Loop Pile, Branded, Solution Dyed Nylon. Installation By Direct Glue Down.</p>
Very High Traffic Areas (Example: Medium To Heavy Use Public Areas, Airports, College/University Food Service Areas, Dormitories)	<p>20 Ounce Broadloom, Tufted, Structured Back, Commercial Grade, Nylon, Dupont Lumina or Legacy Or Basf 2000zx Yarn System. May Include High Density Urethane or Vinyl Chloride Pad Backing. Seams Should Be Capable of Sealing (Weld Together). Installation By Direct Glue Down</p>

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7**

SAMPLE A

CONTRACTORS' LICENSE REQUIREMENTS

The work described in this order requires a valid California Contractor's License (C-15 Flooring and Floor Covering). If subcontractors are to be used, they must also possess valid State Contractors' Licenses appropriate to their scope of work, and they must be listed below.

Supplier's Contractor's License Number: _____

License Issued to Whom: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

Subcontractor's Name and Address: _____

License Number: _____

Class / Type of License: _____

Expiration Date of License: _____

Work to be Performed: _____

WORKMEN'S COMPENSATION CERTIFICATION

The undersigned hereby certifies the following:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this order.

Signature of Supplier

Date

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7**

**SAMPLE B
PAYMENT BOND TO ACCOMPANY CONSTRUCTION CONTRACT
(Public Contract Code Sections 7103 and 10221)**

BOND Number: _____

The premium on this bond is _____ for the term _____

Know All Men By These Presents:

That The State of California, acting by and through the _____,
has awarded to _____ whose
address is _____ as Principle, a contract
for the work described as follows:

Project Title: _____

Project Location: _____

WHEREAS, the provisions of Public Contract Code Section 7103 and 10221 require that the Principle file a bond in connection with said contract and this bond is executed and tendered in accordance therewith.

NOW THEREFORE, Principle and _____, a Surety Corporation organized under the laws of _____ and authorized to transact a general surety business in the State of California, as Surety, are held and firmly bound to the People of the State of California in the penal sum of _____ (_____), for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7**

SAMPLE B

THE CONDITION OF THIS OBLIGATION IS SUCH,

1. That if said Principle or its subcontractors shall fail to pay any of the persons named in Civil Code Section 9100, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principle and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, that the surety herein will pay for the same, otherwise this obligation is to be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.
2. This bond shall insure to the benefit of any persons named in Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought upon this bond.
3. The aggregate liability of the Surety hereunder, including costs and attorney fees, on all claims whatsoever shall not exceed the penal sum of the bond in accordance with the provisions of Section 996.470(a) of the Code of Civil Procedure.
4. This bond is executed by the Surety, to comply with the provisions of Public Contract Code Sections 7103, 10221 and 10222, Chapter 5, Title 3, Part 6, Division 4 of the Civil Code and of Chapter 2, Title 14, Part 2 of the Code of Civil Procedure and said bond shall be subject to all of the terms and provisions thereof.
5. This bond may be cancelled by the Surety in accordance with the provisions of Section 996.310 et seq. of the Code of Civil Procedure.
6. This bond to become effective _____

(NAME OF SURETY)

(ADDRESS)

I certify (or declare) under penalty of perjury that I have executed the foregoing bond under an unrevoked power of attorney.

Executed in _____ on _____
(CITY AND STATE) (DATE)

(SIGNATURE OF ATTORNEY IN FACT) (PRINTED OR TYPED NAME OF ATTORNEY IN FACT)

STATE OF CALIFORNIA
STD. 807 (REV 2/14)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7**

SAMPLE C

CARPET INSTALLATION REQUIREMENTS

Requirement	Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency
Standard office furniture to be removed and replaced (excluding copiers, computers, personal items and plants). Vendor to provide all equipment and labor.				
Remove existing: carpet _____, pad _____, tile _____ Disposition: To State _____ Remove from State Premises _____				
Raise and reset monuments.				
Prepare floor and strip wax and other coatings and debris using commercial stripper. Follow stripper and carpet manufacturer's recommendations.				
Remove trim, rehang doors and replace doorstops (except metal doors to be trimmed by State.				
Inspection of floor preparation by Building Manager.				
Reducer strips (metal _____, plastic _____) to be installed in accordance with the manufacturer's recommendations and in accordance with approved broadloom seaming diagrams.				
Tack strips to be installed.				
Pad to be installed.				

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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Requirement	Items Required Yes	Items Required No	Performed By Vendor	Performed By Agency
Cove base, rubber _____ or vinyl _____ Furnish and install _____ Color: brown _____, black _____ other _____ Size: 6" _____, 4" _____, 2" _____ other _____ Remove existing base _____ Trim cove on existing base _____ Other (explain) _____ _____ _____				
All spots and smears of floor adhesives and seam cement to be removed.				
Remove all scraps and extraneous items from State premises upon completion of the installation and protect all adjacent areas from damage.				
Leave overage with Building Manager.				
Work to be performed on other than regular working hours. Nights _____ Weekends _____				
Floor duct covers, contact: Building Manager _____ Other _____				

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
KYA SERVICES, LLC
CMAS NUMBER 4-20-78-0089C, SUPPLEMENT NUMBER 7**

SAMPLE C (continued)

Carpet Installation Instructions Continued

COORDINATION AND INSPECTION OF WORK

_____ **Site Inspection:**

A job walk-through for the purpose of inspecting the installation site will be conducted on _____ at _____ at _____. The walk-through inspection will be conducted by _____. Failure to inspect the installation site in no way relieves the supplier from obligations as stated in this order.

_____ **Installation Coordination:**

(Name) _____ (Title) _____ at (Agency) _____, telephone (____) _____ will be responsible for coordination of all installation work. Within 10 days after receipt of a purchase order, the supplier shall contact (Name) _____ to coordinate an acceptable installation schedule.

No installation work shall commence without the Building Manager's advance approval of the schedule.

_____ **Inspection of Installation Work:**

Check here if any deficiencies in materials and/or workmanship are noted during inspection of the work in progress. The agency will immediately notify the supplier of these problems.

_____ The supplier shall request an inspection after _____% of the work has been completed.

This inspection will be made jointly by the supplier and a designee of the agency.

_____ (Name) _____, (Title) _____,

will be responsible for performing initial, continuing, and final inspection of the installation work by the supplier.