

**CMAS PURCHASE AGREEMENT BETWEEN
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND LANDSCAPE STRUCTURES
FOR THE PURCHASE OF PLAYGROUND EQUIPMENT FOR MULTIPLE DISTRICT SITES
UNDER CMAS CONTRACT PRICING AND PROVISIONS**

This CMAS Purchase Agreement (“Agreement”) is entered into between the **Mountain View Whisman School District** (“District”) and **Landscape Structures, Inc.** (“LSI”) as follows:

RECITALS

WHEREAS, the District wishes to purchase playground equipment from LSI for District schools at (1) Stevenson Elementary School, 750 San Pierre Way, Mountain View, CA 94043; and (2) Gabriela Mistral Elementary, 505 Escuela Ave, Mountain View, CA 94041 (“Site(s)”), in a cost-effective manner and wishes to avail itself of the benefits and protections of the California Multiple Award Schedule (“CMAS”) program;

WHEREAS, LSI wishes to contract to sell and supply playground equipment for the Sites consistent with CMAS program requirements;

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

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. CMAS Contract Number 4-14-78-0057A (“CMAS Contract”), including the following documents, attached hereto as **Exhibit “A”** (14 pages):
 - 1.1.1. Attachment A ADA Notice;
 - 1.1.2. Attachment B CMAS Quarterly Business Activity Report;
 - 1.2. General Services Administration (“GSA”) contract documents, Authorized Federal Supply Schedule Catalogue/Price List for GSA # GS-07F-0440N for contract period April 8, 2003 – April 7, 2023, attached hereto as **Exhibit “B”** (4 pages);
 - 1.3. The Product descriptions, specifications, and designs contained in LSI’s proposals for the Sites attached hereto as **Exhibit “C”**, but excluding all other terms incorporated therein.
2. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the “Delivery” and “Payments” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.
3. For the purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California,” “State,” and/or “Local Agency” under the CMAS Contract shall apply to the District under this Agreement.
4. LSI shall provide the District with the following items (“Product(s)”) pursuant to this Agreement. LSI shall provide the Product(s) based on the Product descriptions, specifications, and designs contained in LSI’s proposals for the Sites attached hereto as **Exhibit “C”**, but excluding all other terms incorporated therein.

LSI shall deliver all Product(s) and materials at the following prices, inclusive of all applicable taxes and other charges, as well as a performance, payment, and supply bond for the full value of this Agreement.

<u>Location</u>	<u>Quantity</u>	<u>Product Description</u>	<u>Price</u>
Gabriela Mistral Elementary School	1	Play Booster, 5-12 Landscape Structures PlayBooster, ages 5-12. Design 1131259-01-02 includes: <i>4" Disc Challenge, GeoPlex Double Panel Elevated, GeoPlex Double Panel Ground, Deck Link with Barriers, Lollipop Climber, Star Seeker, Sunbeam Climber, Grab Bar, Gyro Twister, Playstructure Seat, Overhead Parallel Bars, Track Ride, Double Swoosh Slide and Complimentary Welcome Sign.</i>	\$66,582.09
Stevenson Elementary School	1	Play Booster, 5-12 Landscape Structures PlayBooster, ages 5-12. Design 1131207-01-02 includes: <i>Wobble Pod, SwiggleKnots Bridge, TightRope Connections, Climbing Wall, O-one 3 Ring Climber, E-Pod Seat (3), Overhead Trekker Ladder, Rush Slide and Complimentary Welcome Sign.</i>	\$35,262.19

5. LSI hereby acknowledges and certifies that the prices indicated herein are the prices as accepted by the California Department of General Services ("DGS") for the identical items under the CMAS Contract or are "Not Specifically Priced" items as that term is defined by the DGS.
6. Delivery.
 - 6.1. LSI shall deliver the Product(s) on or before seventy five calendar days (75) days after execution of this Agreement, or as agreed to in writing by the District and LSI.
 - 6.2. The installation of the Product(s) shall be performed by LSI'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, including the payment of prevailing wages. The District agrees to allow representatives of LSI all necessary uninterrupted access and suitable staging area to the Site(s) for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.
7. Payments: The District shall make payment(s) to LSI for the Product(s) as indicated below:
 - 7.1. **Thirty five percent (35%)** of the Purchase Price due upon LSI's specific documented identification and marking or final preparation of the Product(s) that are being purchased by District under this Agreement;

- 7.2. **Thirty-five percent (35%)** of the Purchase Price on delivery and receipt by District of each Product to each Site;
- 7.3. **Twenty percent (20%)** of the Purchase Price upon completion of the work;
- 7.4. Remaining balance **ten percent (10%)** upon the signing of the Certificate of Completion.

LSI will issue an invoice to the District upon the occurrence of each of the events listed above, and payment of each invoice is due within thirty (30) days following the date to the applicable invoice.

8. LSI shall not commence the services under this Agreement until it has submitted, and the District has approved, the performance, payment, and supply bond(s) included herein for the full value of this Agreement.
9. Equipment and Labor. LSI shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Products and services herein described.
10. Subcontractors. Subcontractors, if any, engaged by LSI for any service or work under this Agreement shall be subject to the approval of the District. LSI 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 LSI shall subcontract any part of this Agreement, LSI 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.
11. Termination: If LSI fails to perform the work and duties to the satisfaction of the District, or if LSI fails to fulfill in a timely and professional manner LSI obligations under this Agreement, or if LSI 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 LSI. District shall also have the right in its sole discretion to terminate this Agreement for its own convenience.
12. Force Majeur Clause. LSI 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 LSI.
13. Indemnification/Hold Harmless Clause. To the furthest extent permitted by California law, LSI shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that LSI proposes to defend the District.
14. 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.
15. This Agreement and the attachments hereto and the documents specifically incorporated into this

Agreement by reference, constitute the entire agreement between the District and LSI. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto. In the event of a conflict between the terms of this Agreement and any other document incorporated into this Agreement, the terms of the CMAS Agreement shall control. The terms of this Agreement shall control over any inconsistent term in LSI's Product proposal attached hereto as **Exhibit "B"**.

16. 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.
17. 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.
18. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.
19. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

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

Mountain View Whisman School District

Landscape Structures, Inc.

Date: _____, 20____

Date: _____, 20____

By: _____

By: _____

Title: _____

Title: _____

EXHIBIT "A"

CMAS CONTRACT NUMBER 4-14-78-0057A

State of California
MULTIPLE AWARD SCHEDULE
Landscape Structures Inc.

CMAS NUMBER:	4-10-78-0057A
SUPPLEMENT NO.:	4
CMAS TERM DATES:	8/21/2013 through 4/7/2023
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	December 1, 2017
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-07F-0440N
BASE SCHEDULE HOLDER:	ExerPlay, Inc.

This CMAS provides for the purchase, installation and warranty of outdoor playground equipment and supplies. (See page 2 for the specific brands and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf. This requirement is not applicable to local government entities.

1) The purpose of this supplement is to add the installation services provision to this CMAS.

All other terms and conditions and provisions of the CMAS remain unchanged.

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

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

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

Effective Date: **8/9/2018**

AMANDA TOWERS, Program Analyst, California Multiple Award Schedules Unit

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CMAS PRODUCT & SERVICE CODES

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

- Brand-Landscape Structures
- Floor Cov-Sport Flooring
- Floor Cov-Synthetic Turf
- Outdoor-Benches
- Outdoor-Bike Stand
- Outdoor-Picnic Table
- Outdoor-Waste Receptacle
- Playground-Equipment
- Playground-Equipment Shade
- Playground-Surface Rubberized
- Recreational-Exercise/Fitness
- Service-Equipment Installation

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

Landscape Structures

Installation rates apply to standard Landscape Structures Playground Equipment only.

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-07F-0440N (EXERPLAY, INC.) with a GSA term of 4/8/2003 through 4/7/2023.

Replace “ExerPlay, Inc.” with “Landscape Structures Inc.” where “ExerPlay, Inc.” is referenced in the federal GSA multiple award Contract Terms and Conditions.

EXCLUDED PRODUCTS AND/OR SERVICES

Installation services for CoolToppers and SkyWays Shades and custom products are not available under this CMAS.

ISSUE PURCHASE ORDER TO

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

**Landscape Structures Inc.
601 7th Street South
Delano, MN 55328
Attn: Elaine Harkess**

**Fax: (763) 972-3185
E-mail: elaineharkess@playlsi.com**

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

**Contact: Elaine Harkess
Phone: (763) 972-5243
E-mail: elaineharkess@playlsi.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 Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board's list is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The California Department of Tax and Fee Administration's list is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

Landscape Structures Inc.'s California Seller's Permit No. is 030655800. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

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

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

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

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PRICE DISCOUNTS

This CMAS contains quantity discounts. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq.

WARRANTY

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

DELIVERY

30-60 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

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

State agencies (not local governments) must follow the instructions below for shipping charges exceeding \$50.

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

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

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

Shipping Instructions:

Supplier route via: _____.
Carrier's telephone number: _____.

Annotate bill(s) of lading as follows:

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

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

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

Shipping Instructions:

Supplier route via United Parcel Service (ground).
State of California, Department of _____ of _____ UPS account number applies.
State of California Purchase Order Number _____ SHIP COLLECT. Estimated UPS charges: _____.

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

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

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Non-Information Technology Commodities:
\$100,000

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: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.

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- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions \$10,000 and under, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

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

MINIMUM ORDER LIMITATION

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

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

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

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

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

2. Service and Delivery after CMAS Expiration

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

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal 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.

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- Write the word “CMAS” in the space usually reserved for the contract number. On Std. 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number “4” and an Information Technology CMAS begins with the number “3.” The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency’s Purchase Orders

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

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

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

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed.

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

CMAS CONTRACTOR OWNERSHIP INFORMATION

Landscape Structures Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select “Find a CMAS Contractor”.

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

See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

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b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:

- 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
- Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
- Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
- Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

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

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

SPECIAL MANUFACTURED GOODS

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

For Non-IT goods CMAS, see the CMAS Non-IT Commodities Terms and Conditions, Provision 69, Progress Payments.

PRODUCT INSTALLATION

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

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

TRADE-IN EQUIPMENT

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

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 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.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

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

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

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

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

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

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

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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 at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

Landscape Structures Inc.'s California Contractor's License number is 840892. This is a Class B, C-61, D34 license that is valid through 6/30/2020.

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

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

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LANDSCAPE STRUCTURES INC.
CMAS NO. 4-10-78-0057A, SUPPLEMENT NO. 4**

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

**STATE AND LOCAL GOVERNMENTS CAN USE
CMAS**

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

UPDATES AND/OR CHANGES

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

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

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

**SELF-DELETING FEDERAL GSA TERMS AND
CONDITIONS**

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

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

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

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

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

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

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

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

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

4. Contractor Invoices

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

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

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

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

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

Landscape Structures Inc. accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS \$Mart State Financial Marketplace. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). 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 \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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CONTRACTOR QUARTERLY REPORT PROCESS

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

This report shall be mailed to:

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

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

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

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

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

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

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

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

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

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

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

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

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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 contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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

AGENCY RESPONSIBILITY

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

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

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

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

CONFLICT OF INTEREST

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

FEDERAL DEBARMENT

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

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

LIQUIDATED DAMAGES FOR LATE DELIVERY

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

ACCEPTANCE TESTING CRITERIA

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

AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922
TTY: 1-800-735-2929

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: _____

Reporting Calendar Year: _____

Revision

CMAS Number: _____

Reporting Quarter: Q1 (Jan-Mar)

For Questions Regarding This Report Contact:

Q2 (Apr-Jun)

Name: _____

Q3 (Jul-Sep)

Phone Number: _____

Q4 (Oct-Dec)

E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES

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

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES

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

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

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

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

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

Notes:

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

EXHIBIT "B"

GSA CONTRACT NUMBER GS-07F-0440N



Federal Supply Schedule Ordering Information



Schedule

Contract GS-07F-0440N

Schedule 078-Sports, Promotional, Outdoor,
Recreational, Trophies, and Signs (SPORTS)
Small Business, Service-disabled veteran-owned



**ExerPlay, Inc.
Contract #GS-07F-0440N**

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

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

SCHEDULE TITLE: Schedule 078-Sports, Promotional, Outdoor, Recreational Trophies, and Signs (SPORTS)

FSC Groups 78 and 23 - Fun in the Great Outdoors

FSC Class(es)/Product Codes and/or Service Code: 7830 and 7195

Contract Number: GS-07F-0440N

For more information on ordering from Federal Supply Schedules click on the FSS button at fss.gsa.gov

Contract Period: 4/8/03 through 4/7/23

Contractor's name, address, telephone and fax number, email and/or web site address:

ExerPlay, Inc
12001 N. Highway 14
Cedar Crest, NM 87008
Fax: 800-833-2849
Email: ExerplayGSA@playlsi.com
www.Exerplay.com

Phone: 800-773-7876

Contractor's Administration Source: Ms. Elaine Harkess, Contract Administrator

Business Size/Type: Small, Service-Disabled Veteran-Owned

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Numbers (SINs):

<u>SIN</u>	<u>DESCRIPTION</u>
192-37i	Park and Playground Equipment
192-37b	Tables, Benches, Outdoor Pool & Patio Furniture and Bleachers
192-08	Fitness Equipment

1b. Lowest priced model number and price for each SIN:

Government net price based on a unit of one)

<u>SIN(s)</u>	<u>MODEL #</u>	<u>NET GSA PRICE</u>
192-37i	FF9100	\$ 3.55
192-37b	141682A	\$ 46.41
192-08	CP292	\$ 331.47

1c. Not applicable

2. Maximum Order: \$500,000 per SIN

3. Minimum Order: No Minimum Order

4. Geographic coverage: The 50 United States, Puerto Rico, Washington D.C. and territories.

5. Point of Production: Landscape Structures Inc.; 601 7th Street, S.; Delano, MN 55328

6. Basic Discount: 6% on products and 0% on installation

7. Quantity Discount: 2% @ \$80,000—\$249,999
4% @ \$250,000 and up
0% on installation

8. Payment Terms: Net 30 Days



Schedule

Contract **GS-07F-0440N**

Schedule 078-Sports, Promotional, Outdoor,
Recreational, Trophies, and Signs (SPORTS)
Small Business, Service-disabled veteran-owned

Phone: 800-773-7876

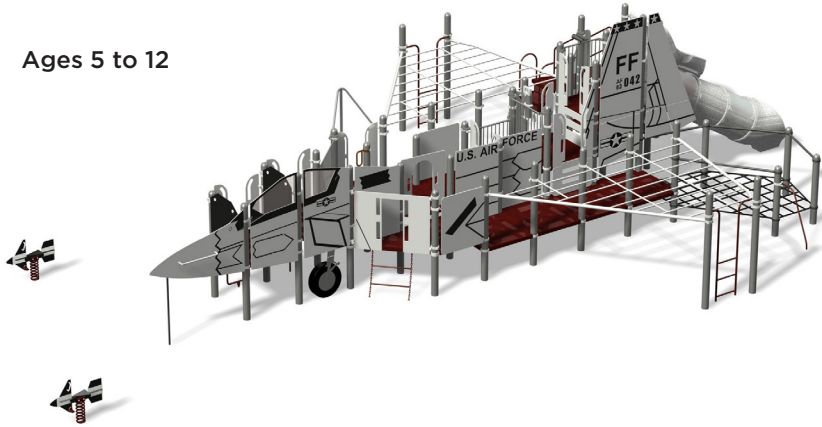
- 9a. Acceptance of government purchase card up to micro-purchase threshold:** Visa and MasterCard
- 9b.** Purchase cards not accepted above Micro-Purchase Threshold.
- 10. Foreign Items:** None
- 11a. Time of Delivery:** 30-60 days ARO
- 11b. Expedited Delivery:** on a case by case basis.
- 11c. Overnight and 2-day Delivery:** Customer may call for availability and rates for overnight and 2-day delivery.
- 11d. Urgent Requirements:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
- 12. F.O.B. Point:** Origin
- 13a. Ordering Address:**
 - ExerPlay, Inc.
 - Attn: GSA Coordinator
 - 601 7th Street S.
 - Delano, MN 55328
- 13b.** For Supplies and Services, the ordering procedures, information on Blanket Purchase Agreements (BPAs), and a sample BPA can be found at the GSA/FSS Schedule Homepage (fss.gsa.gov/schedules)
- 14. Payment Address:** Same as ordering address
- 15. Warranty Provision:** Standard Commercial Warranty; Customer should contact contractor for a copy of the warranty.
- 16. Export Packing Charges:** Not applicable
- 17. Terms and Conditions of government purchase card acceptance:** Contractor will accept government purchase card for orders of \$2,500 or less. Contact contractor for acceptance of larger orders.
- 18. Terms and Conditions of Rental, Maintenance, and Repair (if applicable):** N/A
- 19. Terms and Conditions of Installation (if applicable):** See Exerplay, Inc. Installation Rates chart.
- 20. Terms and Conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable):** N/A
- 20a. Terms and Conditions for any other services (if applicable):** N/A
- 21. List of Service and Distribution Points (if applicable):** N/A
- 22. List of Participating Dealers (if applicable):** N/A
- 23. Preventative Maintenance (if applicable):** N/A
- 24. Environmental attributes:** Recycled materials are used for various products. Call for details on environmental attributes.
- 24a. Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services. Full details can be found (e.g. contractor's website or other location). The EIT standards can be found at:** www.Section508.gov/
- 25. DUNS number:** 78-809-4951
- 26. Central Contractor Registration:** Affirmative, Registration Accomplished



Ages 5 to 12



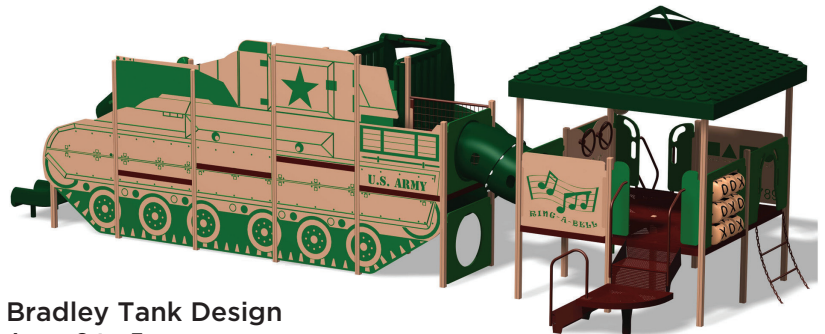
Ages 5 to 12



Rugged outdoor fitness equipment



Ages 2 to 12



Bradley Tank Design
Ages 2 to 5



HealthBeat®
Outdoor Fitness System





Installation Rates*

Rates apply to standard Landscape Structures and PlaySense Playground Equipment. CoolToppers® and SkyWays® Shades and custom products may incur additional installation costs.

State	Installation Rate*	State	Installation Rate*
Alabama	38%	Montana	41%
Alaska	52%	Nebraska	41%
Arizona	52%	Nevada	41%
Arkansas	38%	New Hampshire	44%
California	47%	New Jersey	46%
Colorado	44%	New Mexico	49%
Connecticut	55%	New York	52%
Delaware	44%	North Carolina	39%
Florida	44%	North Dakota	38%
Georgia	44%	Ohio	44%
Hawaii	49%	Oklahoma	39%
Idaho	38%	Oregon	41%
Illinois	49%	Pennsylvania	46%
Indiana	44%	Rhode Island	46%
Iowa	41%	South Carolina	38%
Kansas	38%	South Dakota	38%
Kentucky	44%	Tennessee	44%
Louisiana	38%	Texas	49%
Maine	46%	Utah	39%
Maryland	55%	Vermont	41%
Massachusetts	52%	Virginia	55%
Michigan	41%	Washington	46%
Minnesota	51%	West Virginia	45%
Mississippi	40%	Wisconsin	38%
Missouri	41%	Wyoming	39%

***Rates are a maximum allowable percentage under the contract.**

1. Minimum Installation Fee is \$5,000.00

2. To calculate Installation Fee:

Multiply Total List Price of Equipment x State Installation Rate = Cost of Installation

3. Prices listed above are for installation only and do not include off loading of equipment at time of delivery, storage, security, or any applicable taxes, bonds, or permits.

4. Standard Terms and Conditions for Installation apply

EXHIBIT "C"

PRODUCT PROPOSALS AND DESCRIPTIONS



ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

LANDSCAPE STRUCTURES, INC.
601 7TH STREET SOUTH
DELANO, MN 55328 U.S.A.

763-972-3391 800-328-0035
Fax: 763-972-3185

CMAS Contract # 4-10-78-0057A

Bill To Name Mountain View-Whisman S.D.
Bill To 1400 Montecito Ave
Mountain View, California 94043
United States
Quote Number 00027273
Quote Name Castro/Mistral Play Expansion

Ship To Name Gabriela Mistral
Ship To 505 Escuela Avenue
Mountain View, California 94041
United States
Quote Date 1/9/2019
Quote Exp Date 2/8/2019
Est Lead Time 4-6 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster, ages 5-12. Design 1131259-01-02 includes: 84" Disc Challenge, GeoPlex Double Panel Elevated, GeoPlex Double Panel Ground, Deck Link with Barriers, Lollipop Climber, Star Seeker, Sunbeam Climber, Grab Bar, Gyro Twister, Playstructure Seat, Overhead Parallel Bars, Track Ride, Double Swoosh Slide and Complimentary Welcome Sign.	\$45,480.00	\$45,480.00
1.00	Installation	Installation of Landscape Structures PlayBooster design 1131259-01-02 by a manufacturer certified installer. Includes hand dig of area surrounding storm drain. Install may require spread footers to avoid storm drain. *Project DIR # needed for State Prevailing Wage projects. **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$15,160.00	\$15,160.00
1.00	CMAS LSI Discount	CMAS LSI Discount CMAS Contract # 4-10-78-0057A	(\$909.60)	(\$909.60)
1.00	CMAS Ross Discount	CMAS Ross Discount	(\$1,819.20)	(\$1,819.20)
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	\$1,939.28	\$1,939.28

Materials Amount	\$42,751.20
Tax Amount	\$3,847.61
Labor Total	\$17,099.28
Freight Amount	\$2,884.00
Total	\$66,582.09

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless

Astrid Cynor

(707) 538-3800

Ross Recreation Equipment, Inc.

astridc@rossrec.com

00027273

\$66,582.09



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Bill To 1400 Montecito Ave
Mountain View, California 94043
United States

Ship To Name Gabriela Mistral
Ship To 505 Escuela Avenue
Mountain View, California 94041
United States

Quote Number 00027273
Quote Name Castro/Mistral Play Expansion

Quote Date 1/9/2019
Quote Exp Date 2/8/2019

Signature _____

Estimated Time 4-6 weeks

Name _____

Title _____

Date _____

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.



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Fax: 763-972-3185

CMAS Contract # 4-10-78-0057A

Bill To Name Mountain View-Whisman S.D.
Bill To 1400 Montecito Ave
Mountain View, California 94043
United States

Ship To Name Stevenson Elementary
Ship To 750B San Pierre Way
Mountain View, California 94043-3133
United States

Quote Number 00027230

Quote Date 1/9/2019

Quote Name Stevenson Elementary School Expansion CMAS

Quote Exp Date 2/8/2019

Est Lead Time 4-6 weeks

Quantity	Product	Product Description	Sales Price	Total Price
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster, ages 5-12. Design 1131207-01-02 includes: Wobble Pod, SwiggleKnots Bridge, TightRope Connections, Climbing Wall, O-one 3 Ring Climber, E-Pod Seat (3), Overhead Trekker Ladder, Rush Slide and Complimentary Welcome Sign.	\$24,030.00	\$24,030.00
1.00	Installation	Installation of Landscape Structures PlayBooster design 1131207-01-02 by a manufacturer certified installer. *Project DIR # needed for State Prevailing Wage projects. **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.	\$8,010.00	\$8,010.00
1.00	CMAS LSI Discount	CMAS LSI Discount CMAS Contract # 4-10-78-0057A	(\$480.60)	(\$480.60)
1.00	CMAS Ross Discount	CMAS Ross Discount	(\$961.20)	(\$961.20)
1.00	Bond	Bond - Standard 3% on total project amount including tax and freight.	\$1,027.05	\$1,027.05

Materials Amount	\$22,588.20
Tax Amount	\$2,032.94
Labor Total	\$9,037.05
Freight Amount	\$1,604.00
Total	\$35,262.19

Notes to Customer

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE ORDER ONLY UPON APPROVAL BY LANDSCAPE STRUCTURES, INC. CUSTOMER RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

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CMAS Contract # 4-10-78-0057A

Bill To Name Mountain View-Whisman S.D.
Bill To 1400 Montecito Ave
Mountain View, California 94043
United States

Ship To Name Stevenson Elementary
Ship To 750B San Pierre Way
Mountain View, California 94043-3133
United States

Quote Number 00027230
Quote Name Stevenson Elementary School Expansion CMAS

Quote Date 1/9/2019
Quote Exp Date 2/8/2019

Signature _____

Est Lead Time 4-6 weeks

Name _____

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

Title _____

Date _____

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be expected to cover these taxes.



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astridc@rossrec.com

00027230

\$35,262.19

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District** ("District") and _____ ("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:

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, 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, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (_____) _____ - _____

Fax No.: (_____) _____ - _____

E-mail Address: _____

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 ___ day of _____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(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.

PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Mountain View Whisman School District** ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

which Contract dated _____, 20____, 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 sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), 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 3179 through 3214 and 3247 through 3252 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 ___day of ___
_____, 20__.

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(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.

SUPPLY BOND (SECURITY)

(Note: LSI must use this form when providing the required bond under the Agreement.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, as _____ as Principal (“Supplier”),
and _____ as Surety (“Surety”),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the **Mountain View Whisman School District** (“District”), State of California as Obligee, in the just and full sum of

_____ (\$ _____)

lawful money of the United States of America, for the payment of which sum, well and truly to be made, the said Supplier and Surety bind themselves, and their respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Supplier has entered into a certain written contract with District dated _____, to furnish the following supplies (“Contract”):

<u>Location</u>	<u>Quantity</u>	<u>Product Description</u>	<u>Price</u>
Gabriela Mistral Elementary School	1	Play Booster, 5-12 Landscape Structures PlayBooster, ages 5-12. Design 1131259-01-02 includes: <i>4" Disc Challenge, GeoPlex Double Panel Elevated, GeoPlex Double Panel Ground, Deck Link with Barriers, Lollipop Climber, Star Seeker, Sunbeam Climber, Grab Bar, Gyro Twister, Playstructure Seat, Overhead Parallel Bars, Track Ride, Double Swoosh Slide and Complimentary Welcome Sign.</i>	\$66,582.09
Stevenson Elementary School	1	Play Booster, 5-12 Landscape Structures PlayBooster, ages 5-12. Design 1131207-01-02 includes: <i>Wobble Pod, SwiggleKnots Bridge, TightRope Connections, Climbing Wall, O-one 3 Ring Climber, E-Pod Seat (3), Overhead Trekker Ladder, Rush Slide and Complimentary Welcome Sign.</i>	\$35,262.19

Which Contract is hereby referred to and made a part hereof and to the same extent as if copied at length herein.

WHEREAS, said Supplier is required under the terms of the Contract to furnish a bond for the faithful performance

of the contract;

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has entered into a contract with the District for all the products, supplies, and services specifically described in the contract;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the said Supplier shall fully indemnify and reimburse the District for any loss that it may suffer through the failure of the Supplier to furnish said supplies in accordance with the terms of said contract, at the time(s), and in the manner therein specified, then this obligation shall be void; otherwise it shall remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Supplier shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defects in the supplied materials. The obligations of Surety hereunder shall continue so long as any obligation of Supplier remains.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract 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.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20_____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT