

**CMAS PURCHASE AGREEMENT BETWEEN  
MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT AND STEWART SIGNS  
FOR THE PURCHASE OF SIGNAGE FOR CRITTENDEN MIDDLE SCHOOL AND VARGAS ELEMENTARY SCHOOL SITES  
UNDER CMAS CONTRACT PRICING AND PROVISIONS**

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This CMAS Purchase Agreement (“Agreement”) is entered into between the **Mountain View Whisman School District** (“District”) and **Stewart Signs** (“Stewart”) as follows:

**RECITALS**

**WHEREAS**, the District wishes to purchase signage from Stewart for District properties at:

- Crittenden Middle School, 1701 Rock St., Mountain View, CA 94043
- Jose Antonio Vargas Elementary School, 220 N. Whisman Rd., Mountain View, CA 94043

(“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**, Stewart wishes to contract to sell and supply signage 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 4-19-78-0072B (“CMAS Contract”), including the following documents, attached hereto as **Exhibit “A”** (13 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-0376J for contract period September 1, 2014 – August 31, 2019, attached hereto as **Exhibit “B”** (4 pages);
  - 1.3. The Product descriptions, specifications, and designs contained in Stewarts 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. Stewart shall provide the District with the following items (“Product(s)”) pursuant to this Agreement. Stewart shall provide the Product(s) based on the Product descriptions, specifications, and designs contained in Stewarts proposals for the Sites attached hereto as **Exhibit “C”**, but excluding all other terms incorporated therein. Stewart shall deliver all Product(s) and materials at the following prices, inclusive of all applicable taxes and other charges, as well as a supply bond for the full value of this Agreement.

<u>Location</u>	<u>Quantity</u>	<u>Product Description</u>	<u>Price</u>
Crittenden Middle School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 1656 DS	\$18,307.00
Jose Antonio Vargas Elementary School	1	Signature+ 46	\$4,957.00

5. Stewart 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. Stewart shall deliver the Product(s) on or before 70 calendar days after execution of this Agreement, or as agreed to in writing by the District and Stewart.

7. Payments: The District shall make payment(s) to Stewart for the Product(s) as indicated below:

7.1. **Thirty five percent (35%)** of the Purchase Price due upon Stewart’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 (60%)** of the Purchase Price on delivery and receipt by District of each Product to each Site;

Stewart 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. Stewart shall not commence the services under this Agreement until it has submitted, and the District has approved, the supply bond included herein for the full value of this Agreement.

9. Equipment and Labor. Stewart 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 Stewart for any service or work under this Agreement shall be subject to the approval of the District. Stewart 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 Stewart shall subcontract any part of this Agreement, Stewart 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 Stewart fails to perform the work and duties to the satisfaction of the District, or if Stewart fails to fulfill in a timely and professional manner Stewart obligations under this Agreement, or if Stewart 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 Stewart. District shall also have the right in its sole discretion to terminate this Agreement for its own convenience.

12. Force Majeur Clause. Stewart 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 Stewart.
13. Indemnification/Hold Harmless Clause. To the furthest extent permitted by California law, Stewart 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 Stewart 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 Stewart. 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 Stewart'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

Stewart Signs

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT "A"

CMAS CONTRACT NUMBER 4-19-78-0072B

State of California  
**MULTIPLE AWARD SCHEDULE**

**EBSCO Sign Group, LLC, dba**

**Stewart Signs**

CMAS NUMBER:	<b>4-19-78-0072B</b>
CMAS TERM DATES:	9/30/2019 through 9/09/2024
CMAS CATEGORY:	Non Information Technology Commodities
APPLICABLE TERMS & CONDITIONS:	<a href="#">December 1, 2017</a> (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/Non-IT-Commodities-CMAS-Terms-and-Conditions.ashx?la=en&hash=9AD54FF697C740F342E8B9B5BDEEDFC263632CB3)
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE #:	<a href="#">47QSMA19D08R2</a>
BASE SCHEDULE HOLDER:	EBSCO Sign Group, LLC

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

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

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 following website: [www.calpia.ca.gov/about/doing-business-with-calpia/exemption-process/](http://www.calpia.ca.gov/about/doing-business-with-calpia/exemption-process/). A copy of the approved exemption must be kept with the purchase order for audit purposes.

*Original Signature on File*

Effective Date: **9/30/2019**

**BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit**

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STEWART SIGNS  
CMAS NO. 4-19-78-0072B**

The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated December 1, 2017.

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.

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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.

Outdoor-Sign  
Sign-Exterior  
Sign-Message Board

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

**CMAS BASE CONTRACT**

**This CMAS is based on some or all of the products and/or services and prices from GSA Schedule Number 47QSMA19D08R2 (EBSCO SIGN GROUP, LLC) with a GSA term of 9/10/2019 through 9/09/2024.**

**EXCLUDED PRODUCTS AND/OR SERVICES**

Ancillary supplies and/or services, and order-level materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

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

**Stewart Signs  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Attn: Shay Einhaus**

**E-mail: [seinhaus@stewartsigns.com](mailto:seinhaus@stewartsigns.com)**

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

**Contact: Diana Garstka  
Phone: (800) 237-3928 ext. 147  
E-mail: [contractmanager@ebSCO.com](mailto:contractmanager@ebSCO.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 of [Top 500 Delinquent Taxpayers](http://www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml) is available at [www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml](http://www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml).

The California Department of Tax and Fee Administration's list of [Top 500 Sales & Use Tax Delinquencies in California](http://www.cdfta.ca.gov/taxes-and-fees/top500.htm) is available at [www.cdfta.ca.gov/taxes-and-fees/top500.htm](http://www.cdfta.ca.gov/taxes-and-fees/top500.htm).



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**CALIFORNIA SELLER'S PERMIT**

Stewart Signs' California Seller's Permit Number is 026089456. 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](http://www.cdfta.ca.gov) (cdfta.ca.gov).

**CMAS PRICES**

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

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

When issuing an order to an authorized reseller listed on a CMAS, it is the agency's responsibility to ensure that the reseller provides a Darfur Contracting Act Certification.

**CALIFORNIA CIVIL RIGHTS LAW  
CERTIFICATION**

Pursuant to Public Contract Code section 2010, effective January 1, 2017, applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (section 51 of the Civil Code, section 12960 of the Government Code). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

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

**DELIVERY**

As negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR  
THRESHOLD**

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

Non-Information Technology Commodities:  
\$100,000

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No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#) website ([www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority](http://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority)).

**HOW TO USE CMAS**

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

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.

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

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

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

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

**MINIMUM ORDER LIMITATION**

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

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

**1. State Departments:**

Standard 65 Purchase Documents – State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the DGS-PD website ([www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx](http://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx)), select Standard STD Forms.

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

**2. Local Governmental Departments:**

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

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

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

**2. Service and Delivery after CMAS Expiration**

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

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**3. Multiple CMAS Agreements on a Single Purchase Order**

Agencies wishing to include multiple CMAS(s) on a single FISCAL purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Standard 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- 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 FISCAL, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

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

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

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

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

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**CMAS CONTRACTOR OWNERSHIP  
INFORMATION**

Stewart Signs is a large business enterprise.

**SMALL BUSINESS MUST BE  
CONSIDERED**

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

**CMAS Small Business and Disabled Veteran Partners lists**

([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) can be found on the CMAS website by selecting "Find a CMAS Contractor".

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

See the current fees in the DGS Price Book at: [www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book).

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE -  
SUBCONTRACTING**

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

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- ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
  - iii. Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
  - iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

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

**TRADE-IN EQUIPMENT**

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

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

**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.

**ELECTRONIC WASTE RECYCLING**

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

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

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

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

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

The [E-Waste Exemption Request Form EWR-F029](#) can be found at: [www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption\\_EWR-F029.pdf](http://www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf)

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

**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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.
- The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:
1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
  2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
  3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.
  4. Any other item or class of items specifically excluded from the scope of this CMAS.
  5. Public Works components NOT incidental to the total purchase order amount.
  6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
  7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.



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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 US Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

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

**ORDER OF PRECEDENCE**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.

**2. Payee Data Record (Standard 204)**

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

See the current administrative fees in the [DGS Price Book](http://www.dgs.ca.gov/OFS/Price-Book) ([www.dgs.ca.gov/OFS/Price-Book](http://www.dgs.ca.gov/OFS/Price-Book)).

**Orders from Local Government Agencies:**

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

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

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

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.

**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

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

**6. Credit Card**

Stewart Signs does not accept the State of California credit card (CAL-Card).

**7. Lease/Purchase Analysis**

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

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

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

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**8. Leasing**

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

Buyers may contact the GS SMart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at [patrick.mullen@dgs.ca.gov](mailto:patrick.mullen@dgs.ca.gov) for further information.

**CONTRACTOR QUARTERLY REPORT PROCESS**

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

This report shall be mailed to:

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

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

CMAS Unit E-Mail: [cmas@dgs.ca.gov](mailto:cmas@dgs.ca.gov)

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

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

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

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

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

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

**CONTRACTOR QUARTERLY INCENTIVE FEES**

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

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

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

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

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

**OBTAINING COPY OF ORIGINAL CMAS AND AMENDMENTS**

A copy of a CMAS and amendments, if any, can be obtained at [Cal eProcure](http://Cal eProcure) ([caleprocure.ca.gov](http://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
- Amendments, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

**CONTRACTOR TRAVEL**

The provision for travel expense reimbursement is included in this CMAS.

It is important the agency and CMAS contractor discuss necessary travel requirements prior to issuing the purchase order because the detail and cost (only as allowed for in the CMAS) must be included in the agency purchase order to be payable.

State agencies may only reimburse travel and per diem expenses according to State travel time and per diem rules for State employees. All travel expenses must be incorporated into the purchase order. For the current travel and per diem reimbursement rates, go to the California Department of Human Resources' website ([www.calhr.ca.gov](http://www.calhr.ca.gov)).

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Notwithstanding the CMAS provisions, the State will not be responsible for the cost of travel to bring contractor personnel from out-of-state to the job site (unless specifically arranged by agency in advance). If requested by the agency, the State will be responsible for reimbursement of travel expenses from one California agency site to another.

State agencies should refer to State Administrative Manual (SAM) § 0774 "Travel and Related Reimbursement of Persons Not State Employees", when transportation and per diem costs are to be reimbursed by the State. Reimbursement must be supported by receipts.

Local government agencies will pay travel and per diem expenses according to their statutory requirements.

**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, 2<sup>nd</sup> Floor, MS 2-202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
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**ATTACHMENT A**

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

Sacramento Office: 916-376-5127 (CALNET 480-5127)

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784



**CMAS QUARTERLY BUSINESS ACTIVITY REPORT**

Company Name: \_\_\_\_\_

Reporting Calendar Year: \_\_\_\_\_

Revision

CMAS Number: \_\_\_\_\_

Reporting Quarter:  Q1 (January to March)

Q2 (April to June)

Q3 (July to September)

Q4 (October to December)

For Questions Regarding this Report Contact:

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Check Here if No New Orders for This Quarter

**STATE GOVERNMENT AGENCY PURCHASES**

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

Total State Agency Dollars Reported for Quarter: \$ \_\_\_\_\_

**LOCAL GOVERNMENT AGENCY PURCHASES**

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

Total Local Government Agency Dollars for Quarter: \$ \_\_\_\_\_

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

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

**ATTACHMENT B**  
**CMAS Quarterly Business Activity Report**

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

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

Notes:

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

EXHIBIT "B"

GSA CONTRACT NUMBER GS-07F-0376J



Contract Holder  
Contract GS-07F-0376J

WEB SITE: [www.stewartsigns.com](http://www.stewartsigns.com)

EBSCO Sign Group LLC/ dba Stewart Signs

<u>SIN</u>	<u>DESCRIPTION</u>
366-11	Programmable signs, interactive directories, architectural/way finding, Site/Facility Identification, Scoreboards, related products and services
366-90	Ancillary services related to signs including installation and training

Manufacturer and Seller of Outdoor Signage

Contract No.: GS07F-0376J

Contract Period: 09-01-14 through 08-31-2019

Business Size: Large/Manufacturer

Address: 2201 CANTU COURT  
SUITE 215

SARASOTA, FL 34232

Email: orders: [mgeorge@stewartsigns.com](mailto:mgeorge@stewartsigns.com) admin: [jyax@stewartsigns.com](mailto:jyax@stewartsigns.com)

Phone: (800) 237-3928

Fax: (941) 378-2765

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov)

CUSTOMER INFORMATION

1a. Awarded Special Item Number(s): SINS

<u>SIN</u>	<u>DESCRIPTION</u>
366-11	Programmable signs, interactive directories, architectural/way finding, Site/Facility Identification, Scoreboards, related products and services
366-90	Ancillary services related to signs including installation and training

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:** (Government net price based on a unit of one)

<u>SIN</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
366-11	Signature 164+	\$1,232.35
366-90	Data Cable	\$ 3.14

1c. N/A

2. Maximum Order: \$100,000 All SINS

3. Minimum Order: \$50.00 All SINS

4. Geographic Coverage: Continental United States and Outside the Continental United States

5. Point(s) of production: Clanton, Alabama

6. Discount from list prices or statement of net price: Prices shown herein are net prices.

13.50% off J.M. Stewart Corporation's Retail Price List

7. Quantity discounts: None

8. Prompt payment terms: Net 30 Days

- 9a. Government purchase cards are accepted up to the micropurchase threshold
- 9b. Government purchase cards are accepted above the micro-purchase threshold
10. Foreign items: None
- 11a. Time of Delivery: 120 Days
- 11b. Expedited Delivery: None
- 11c. Overnight and 2-day delivery: Customer may call for availability and rates for overnight and 2-day delivery.
- 11d. Urgent Requirements: When the delivery period above does not meet the customers bona fide urgent delivery requirements, customers are encouraged, if time permits, to contact the contractor for the purpose of requesting accelerated delivery. The contractor shall reply within 3 working days after receipt (telephonic replies shall be confirmed by the contractor in writing.) If the contractor offers an accelerated delivery time acceptable to the customer, any orders placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.
12. F.O.B. Point(s): Origin
13. Ordering address: Same as Contractor (Attention: Mark George)
14. Payment address: Same as Contractor
15. Warranty provision: Standard Commercial Warranty. Customer should contact contractor for a copy of the warranty.
16. Export packing charges, if applicable: 13.50% off J.M. Stewart Corporation's Retail Price List
17. Terms and conditions of Government purchase card acceptance (any thresholds above the micropurchase level): 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: N/A.
19. Terms and conditions of installation: See Price List
20. Terms and conditions of repair parts: N/A.
- 20a. Terms and conditions for any other services: N/A.
21. List of service and distribution points: N/A.
22. List of participating dealers: N/A.

23. Preventive maintenance: N/A.

24a. Special attributes: N/A.

24b. Section 508: N/A.

25. Data Universal Number System (DUNS) 055584320

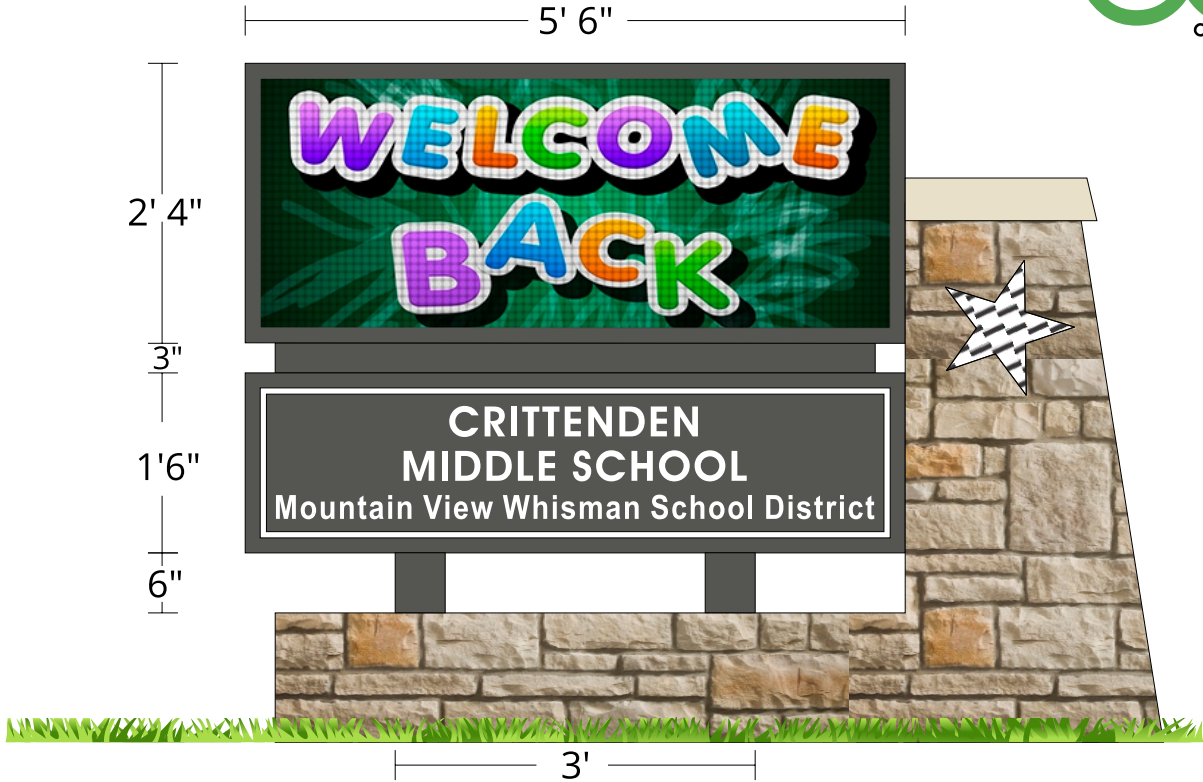
26. Notification regarding registration in SAM.gov – Active Registration expires on 07/17/2015

EXHIBIT "C"

PRODUCT PROPOSALS AND DESCRIPTIONS



ID Flat Surface Area: 13.75" x 61.75"  
 Active LED Area: 25.2" x 63"



**POLARIS COLOR 20mm 32x80**  
 ID CABINET: 1' 6" x 5' 6" / LED CABINET: 2' 4" x 5' 6"  
 REMOTE USB

# CRITTENDEN MIDDLE SCHOOL Mountain View Whisman School District

944237-6-s Vector Graphic  
 Flat Surface Dimensions: 13.75" x 61.75"  
 With Bleed: 14.25" x 62.25"

**Stewart Signs**  
 ONE SIGN. ONE COMPANY

1-800-237-3928 [stewartsigns.com](http://stewartsigns.com)

Sk: 944237-6-s Cust: 1650681  
 2/26/2021 O/sEinhaus SOLD  
 Scale: 5/8"=1' Color(s): Pewter

Signature \_\_\_\_\_

Date \_\_\_\_\_



This custom artwork is not intended to provide an exact match for ink, vinyl, paint, or LED color. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance. Brickwork and masonry are not included in the proposal with the exception of Cornerstone products. Measurements shown are approximations; final product dimensions may vary. LED images shown are simulated to replicate optimum viewing distance. **Original design, do not duplicate.**

**DAYSTAR EXP**

Attn: Juan Sagarra  
650-903-6945

DESCRIPTION	
20m CLR 32x80 DS Outdoor LED Sign With Outdoor LED Sign ID Cabinet 1656 DS	
Face / Cabinet Details	
LED Cabinet Height: 2` 4` ``	LED Cabinet Width: 5` 6` ``
EXP Cabinet Assembly for 2 High x 5 Wide 320x 320mm, OR 4 High x 5 Wide 160x 320mm LED Boards	
LED Display Specifications	
Over 281 Quintillion Colors	SignCommand.com Cloud-Based Software Included FREE for Lifetime of Product. Please visit <a href="http://www.signcommand.com">www.signcommand.com</a> for more information**.
Displays 4 Lines of 5.5" tall characters with approx 13 - 17 characters per line	LED Communication Method: Short-range Wireless; connectivity requires line-of-sight between sign antenna and wireless device antenna mounted on building by customer.
Capable of displaying 1 - 4 lines of text	Maximum distance of 1,500 feet* between antennas.
Variable fonts & text sizes up to 25.2" tall	
Electrical Information	
Internal Illumination with Horizontal Fluorescent Lamps for 1' 6"x 6' Cabinet	Circuit Info: One 20 Amp Circuit at 120 Volts, Max Draw: 8.4 Amps
Structural Details	
Mount Style: Dual Leg Mount	Customized Mount Size:
Leg Height: 0 Ft 6 In	Leg Width: 3 Ft 0 In
Overall Sign Height: 4 Ft 7 In	Minimum Wind Load Rating: 120mph, Exposure B
Miscellaneous Items	
Retainers x 3	Data Cable
*** Review Custom Artwork for Text, Graphic and Layout Details ***	
I.D. Cabinet: Pewter	LED Cabinet: Pewter
Mount: Pewter	Draft: White
<p>CMAS Contract # 4-19-78-0072B Contract Expires 09/09/2024 Special Instructions: BREAKDOWN:  SIGN = \$15,584.00 Tax = \$1,402.56 Frt = \$1,320.44 ----- TOTAL = \$18,307.00*</p>	<p>Investment: <span style="float: right;">\$18,016.19</span> CMAS Contract Price: <span style="float: right;">\$15,584.00</span></p> <p>Unless otherwise noted in Special Instructions, these prices are valid for 30 days. Freight, storage, other freight services, and applicable sales tax will be added to your invoice. Organizations exempt from sales tax must include exempt certificate with order.</p> <p style="text-align: center;"><b>Shipping Terms: F.O.B. Origin</b> <b>Payment Terms: Net 30 with Purchase</b> <b>Order Issued to Stewart Signs</b></p>
*Does NOT include installation.	

Your Consultant: Shay Einhaus  
(800) 237-3928, x231

Customer ID: 1650681

Quote Number: 944237 / 5

Date Quoted: 2/26/2021

*\*\*Compliance: FCC Part 15 / UL Listed*

*\*\*By purchasing the SignCommand.com product, you are agreeing with the Website Terms of Use (<https://www.signcommand.com/terms>) and Software End User License Agreement (<https://www.signcommand.com/eula>).*

---

Customer's Authorized Signature

2/26/2021

---

Print Name

Date

---

Shay Einhaus, Regional Sales Manager  
(800) 237-3928, x231  
seinhaus@stewartsigns.com

Date

Your Consultant: Shay Einhaus  
(800) 237-3928, x231

Customer ID: 1650681

Quote Number: 944237 / 5

Date Quoted: 2/26/2021

**SHIPPING INFORMATION**

SIGN (via Common Carrier)		*** All applicable items will be sent to the CUSTOMER address *** *** unless noted otherwise below ***	
CRITTENDEN MIDDLE SCHOOL 1701 ROCK ST MOUNTAIN VIEW, CA 94043 1810		ALL District Maintenance and Operations Warehouse 1175 Castro Street JOB:CRITTENDEN MIDDLE SCHOOL Mountain View, CA 94040	
INVOICE (via USPS)			
Attn: Accounts Payable Mountain View Whisman School Dist 1400 Montecito Ave MOUNTAIN VIEW, CA 94043		Attn: Jason Cave Ph: 650-477-8512	

**ORDERING PROCEDURES**

- 1. Check proposal for accuracy and, if approved, sign and date where indicated.
- 2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
- 3. Write deposit check according to terms listed on proposal form's header, made payable to Stewart Signs.
- 4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

*\* Unless indicated under special instructions, permits, footers, erection, electrical service, electrical hook-up and planters or other decorative masonry are the responsibilities of the buyer. Stewart Signs furnishes engineered footer drawings when applicable.*

*\* Any cancellation may be subject to cancellation, return, and/or restocking fees.*

*\* A late fee of 1.5% per month will be charged on any overdue balances.*

*\* In the event of a payment default, customer will be responsible for all of Stewart Signs' costs of collection, including but not limited to court costs, filing fees and attorney fees.*

**Stewart Signs**  
**America's Premier Sign Company**  
Limited Product Warranty ("Limited Warranty")

**Definition of Warranty Coverage:**

- 1) Stewart Signs (the "Company") expressly warrants to the original purchaser ("You" or "Buyer" or "Owner" or "Customer") that, for a period of five (5) years from the date of shipment (the "Warranty Period"), the electronic displays and the associated Company products (the "Product") will be reasonably free of material defects in materials and workmanship impacting Product fit, form and/or function. During the Warranty Period, the Company will, at its discretion, repair or replace any defective covered Product. The Owner will be responsible for removing and reinstalling any and all repaired or replacement parts. This Limited Warranty only applies to the Company's Product if installed, used, and maintained in the manner recommended by Company, and this Limited Warranty is conditioned upon compliance with all such instructions. Lifetime telephone support for the Product is provided, as needed.
- 2) In the event the Product is damaged during shipping, it is the responsibility of the Buyer to refuse delivery, causing the Product to be returned to the manufacturer for repair. Title to the Product passes to the Buyer upon the Company's delivery to the freight carrier. The Company assumes no liability for damage caused by careless handling or poor installation, except for work completed by employees of the Company. Loss or damage to the Product when in possession of the freight carrier is the responsibility of the Customer and is not covered by this Limited Warranty.
- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
- 7) The Company will repair failed LED pixels if greater than one half of one percent (0.5%) of the total number of pixels in the sign have failed in one (1) calendar year, provided the sign is installed with the recommended ventilation system for its location. The definition of pixel failure is when all LED's in the pixel will no longer emit light. Pixel repair is performed at the Company Repair Center. It is common knowledge within the sign industry that all LEDs degrade and produce less light as they age. Eventually the LEDs will require replacement even though the LEDs will still emit light. This Limited Warranty does not cover normal LED degradation.
- 8) **Customer Obligations:**  
Failure by the Customer to properly maintain the Product, including but not limited to filters and the ventilation/air conditioning systems, will void coverage for affected components. The Customer shall notify the Company immediately of equipment failure and allow the Company full and free access to the Product when required. Waiver of liability or other restriction shall not be imposed as a site access requirement. The Customer is responsible for all costs and management oversight associated with providing the Company access to the Product, providing the necessary machines, communication facilities and other equipment, inclusive of but not limited to lifting equipment. Should on-site repair be required, Customer is required to have a responsible individual on-site to provide access to the Product as well as sign off on a completed work order.
- 9) **Exclusions and Restrictions:**  
The Company reserves the right to restrict service, limit replacement parts, or invalidate this Limited Warranty to Customers whose account balance is past due.  
This Limited Warranty specifically excludes any on-site labor required to service the covered Product, including diagnosis, removal, and installation of parts and/or products. Any on-site service required by the Customer of Company technicians or a local Company-authorized service provider is billable to the Customer based on an agreed-upon written quote.  
This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.  
Ballasts are covered for three (3) years.  
ID cabinet LED illumination and power supply are covered for two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
  - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
  - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
  - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
  - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
  - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
  - a) Defects caused by: unreasonable or unintended use of Product; improper or unauthorized handling; accident; omission; neglect; vandalism (unless

- otherwise noted in this Limited Warranty); misuse; physical abuse; installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
- b) Damage (not resulting from manufacturing defects) that occurs while the Product is in the Owner's control and/or possession, unless otherwise noted in this Limited Warranty.
  - c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification, including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to damaged or malfunctioning Product which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and returned to the Customer at their expense. The Customer is responsible for sending a defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

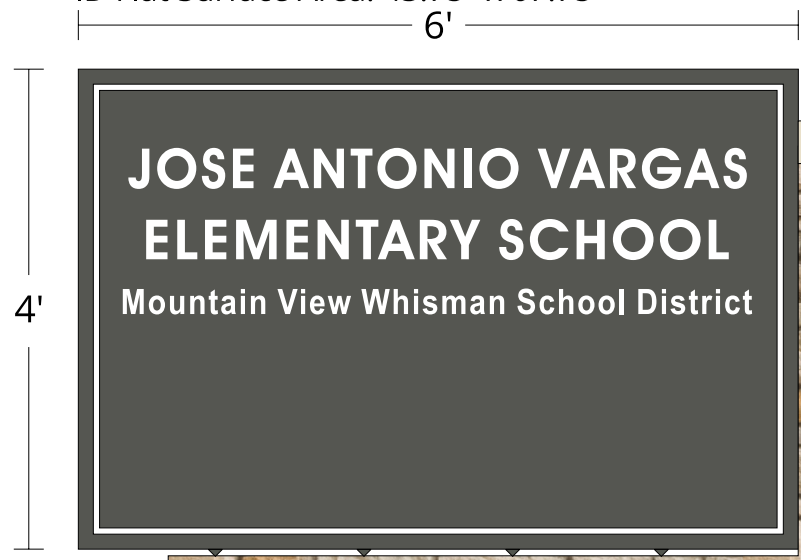
Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)  
Email: [support@stewartsigns.com](mailto:support@stewartsigns.com)

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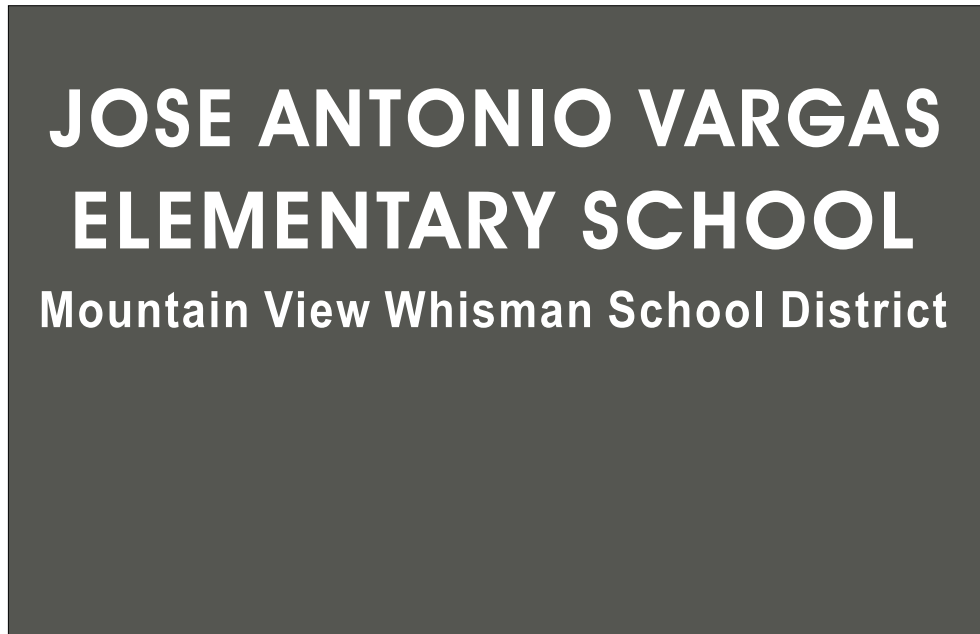


ID Flat Surface Area: 43.75" x 67.75"



### SIGNATURE 46

Cabinet Size: 4'x6'



971334-3b-s Vector Graphic  
Flat Surface Dimensions: 43.75" x 67.75"  
With Bleed: 44.25" x 68.25"



1-800-237-3928 [stewartsigns.com](http://stewartsigns.com)

Sk: 971334-3b-s Cust: 3147340  
2/26/2021 O/sEinhaus SOLD  
Scale: 5/8"=1' Color(s): Pewter

Signature \_\_\_\_\_

Date \_\_\_\_\_



This custom artwork is not intended to provide an exact match for ink, vinyl or paint. Signs are designed for an illuminated graphic and art is based off of this premise. Non-illumination during daylight hours may result in graphics of varying appearance. Brickwork and masonry are not included in the proposal with the exception of Cornerstone products. Measurements shown are approximations; final product dimensions may vary. *Original design, do not duplicate.*

DESCRIPTION	
Signature+ 46	
Face / Cabinet Details	
Double Sided	Header Area Decorated with Internal Photo-Real Graphics
Face Removable via Right and Left Retainers	
Electrical Information	
Internal Illumination with Horizontal Fluorescent Lamps for 4'x 6' Cabinet	Identification Cabinet Requires One 20 Amp Circuit, 120 Volts; Max Draw: 3.18 Amps
Structural Details	
Mount Style: IBP-Inter Base Plate	Mount Size:
Overall Sign Height: 4 Ft 0 In	Minimum Wind Load Rating: 120mph, Exposure B
Miscellaneous Items	
<b>*** Review Custom Artwork for Text, Graphic and Layout Details ***</b>	

I.D. Cabinet: Pewter  
Mount: Pewter

Draft: White

CMAS Contract # 4-19-78-0072B  
Contract Expires 09/09/2024

Special Instructions:  
BREAKDOWN:

SIGN = \$4,045.25  
TAX = \$364.88  
FRT = \$537.37

-----  
TOTAL = \$4,957.00\*

\*Does NOT include installation.

Investment: \$4,687.00  
CMAS Contract Price: \$4,054.25

Unless otherwise noted in Special Instructions, these prices are valid for 30 days.

Freight, storage, other freight services and applicable sales tax will be added to your invoice.

Organizations exempt from sales tax must include exempt certificate with order.

**Shipping Terms: F.O.B. Origin**  
**Payment Terms: Net 30 with Purchase**  
**Order Issued to Stewart Signs**

Customer's Authorized Signature

Print Name

Date



Shay Einhaus, Regional Sales Manager  
(800) 237-3978, x231  
seinhaus@stewartsigns.com

2/26/2021

Date



Your Consultant: Shay Einhaus  
(800) 237-3928, x231

Customer ID: 3147340

Quote Number: 971334 / 2

Date Quoted: 2/26/2021

### SHIPPING INFORMATION

#### SIGN (via Common Carrier)

Jose Antonio Vargas Elementary  
220 N. Whisman Rd.  
Mountain View, CA 94043

#### INVOICE (via USPS)

Attn: Accounts Payable  
Mountain View Whisman School Dist.  
1400 Montecito Ave  
Mountain View, CA 94034

\*\*\* All applicable items will be sent to the CUSTOMER address \*\*\*  
\*\*\* unless noted otherwise below \*\*\*

all  
District Maintenance and Operations  
Warehouse  
1175 Castro Street  
JOB: Jose Antonio Vargas Elementary  
Mountain View, CA 94040  
  
Attn: Jason Cave  
Ph: 650-477-8512

### ORDERING PROCEDURES

1. Check proposal for accuracy and, if approved, sign and date where indicated.
2. Approve design and colors on the custom artwork. Be sure to check spelling. If approved, sign and date the artwork.
3. Write deposit check according to terms listed on proposal form's header, made payable to Stewart Signs.
4. Return signed custom artwork, signed proposal form and deposit check to Stewart Signs.

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- 3) Any information or suggestion by the Company with respect to the Product concerning applications, specifications or compliance with zoning, codes and standards is provided solely for your convenience and without any representation as to accuracy or suitability. You must verify and test the suitability of any information with respect to the Product for your specific application.
- 4) Sign Structure and Sign Face: In the event the sign structure or identification/changeable copy portion of the sign malfunctions under normal use and service thereof DURING THE LIFE OF THE SIGN due to material defects in workmanship or materials, the Company will, at its option, repair or replace any defective materials.
- 5) Vandalism to Sign Faces: This Limited Warranty covers polycarbonate faces against breakage due to vandalism DURING THE LIFE OF THE SIGN. Warranty protection does not extend to these surfaces if damaged by gunshots, or when damaged coincident with damage to the sign cabinet in which the faces are installed.
- 6) Failed electronic parts or assemblies, with the exception of lamps, will be repaired or replaced, at the sole discretion of the Company. Owner bears the expense and responsibility of shipping Product to Company's Repair Center. Replacement or repaired parts are warranted to be free from material defects in material or workmanship for ninety (90) days, or for the remainder of the Warranty Period of the Product they are replacing or in which they are installed, whichever is longer.
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This Limited Warranty does not apply to software. Software is covered by a separate agreement, which appears in the Company's software license agreement.  
Ballasts are covered for a period of three (3) years.  
ID cabinet LED illumination and power supply are covered for a period of two (2) years, when purchased as a system.
- 10) This Limited Warranty specifically does not cover the following:
  - a) Third-party communication devices such as wireless devices and modems, which are covered by a separate electronic communication warranty.
  - b) Damage to Product that has been moved from its original installation location or is mounted in a mobile structure.
  - c) Cosmetic damage to the Product (including but not limited to scratches and dents that do not otherwise affect the fit, form or functionality of the Product or materially impair its use).
  - d) Temperature sensor results: temperature sensors will register variable results, given local environmental factors such as direct sunlight, distance from concrete or asphalt, etc.; results are not guaranteed or covered under this Limited Warranty.
  - e) Recovery or transfer of any data or software stored on the Product not originally installed on the Product by the Company.
  - f) Light bulbs or lamps.
- 11) This Limited Warranty specifically does not cover conditions, defects or damage caused by or resulting from the following:
  - a) Defects caused by unreasonable or unintended use of Product, improper or unauthorized handling, accident, omission, neglect, vandalism (unless otherwise noted in this Limited Warranty), misuse, physical abuse, installation, use and/or fabrication, and maintenance of the Product by any party other than the Company.
  - b) Damage not resulting from manufacturing defects that occurs while the Product is in the Owner's control and/or possession.

- c) Extreme physical or electrical stress or interference; environmental conditions beyond the Company's control, such as man-made or naturally occurring electrochemical oxidation or corrosion and/or metallic pollutants; normal wear and tear; inadequate, improper, or surges of electrical power; lightning, floods, fire, acts of God, war, terrorism, or other external causes, including Force Majeure.
  - d) Unauthorized modification including installation of third-party software on the Product.
  - e) Product modification or service by anyone other than: (a) the Company, (b) a Company-authorized service provider, or (c) Customer's own installation of Company approved parts with instruction from the Company. Service to a damaged or malfunctioning sign which has not been ordered or authorized by the Company's Customer Satisfaction Department is not covered under this Limited Warranty and will automatically invalidate this Limited Warranty.
  - f) Computer viruses, Trojan horses, worms, self-replicating code or like destructive code which was not included in the Product by the Company.
  - g) Products installed with known or visible manufacturing defects at the time of installation.
- 12) All items returned to the Company must have a Return Materials Authorization ("RMA") number, available by using the contact information below. Items received without an RMA number will not be processed and will be returned to the Customer at their expense. The Customer is responsible for sending any defective part to the Company, after which the Company will send a repaired or replacement part to the Customer.
- 13) The Company will provide and be responsible for the cost of shipping parts from the Company to the Customer, with the exception of sign faces replaced due to vandalism. Standard shipping via the United States Postal Service or other commercial parcel delivery company is the default method of delivery. Expedited delivery is available to the Customer at his or her expense. The Customer will provide and be responsible for the cost of shipping parts to the Company.
- 14) Warranty claims must be registered with the Company within thirty (30) days of damage or malfunction. To register a claim, the Customer must contact the Company at the location specified below and provide (a) his or her name and any other required contact information, (b) Product and purchase descriptions, and (c) the nature of the defect. The Company reserves the right (at its sole discretion) to require proof of original purchase (e.g. paid invoice, receipt) and to visit the site of the installation or to require documentation of the claim before assuming any responsibility under the provisions of this Limited Warranty.
- 15) THE LIMITED WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY THE COMPANY IN CONNECTION WITH THE PRODUCT. THE COMPANY CANNOT AND DOES NOT MAKE ANY IMPLIED OR EXPRESS WARRANTIES WITH RESPECT TO THE PRODUCT, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY'S SOLE OBLIGATION UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE MALFUNCTIONING OR DEFECTIVE PARTS OF THE PRODUCT. BUYER ASSUMES ALL RISK WHATSOEVER AS TO THE RESULT OF THE USE OF THE PRODUCT PURCHASED, WHETHER USED SINGULARLY OR IN COMBINATION WITH ANY OTHER PRODUCTS OR SUBSTANCES.
- 16) NO CLAIM BY BUYER OF ANY KIND, INCLUDING CLAIMS FOR INDEMNIFICATION, SHALL BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. IN NO EVENT SHALL COMPANY BE LIABLE TO BUYER IN TORT, CONTRACT OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFIT, REVENUE OR USE, IN CONNECTION WITH, ARISING OUT OF, OR AS A RESULT OF, THE SALE, DELIVERY, SERVICING, USE OR LOSS OF USE OF THE PRODUCT SOLD HEREUNDER, OR FOR ANY LIABILITY THAT BUYER HAS TO ANY THIRD PARTY WITH RESPECT THERETO.

Contact Information:

Stewart Signs Customer Satisfaction  
2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: 855-841-4624  
Web: [www.stewartsigns.com/support/](http://www.stewartsigns.com/support/)

**SUPPLY BOND (SECURITY)**

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>
Crittenden Middle School	1	20m CLR 32x80 DS Outdoor LED Sign with Outdoor LED Sign ID Cabinet 1656 DS	\$18,307.00
Jose Antonio Vargas Elementary School	1	Signature+ 46	\$4,957.00

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

**Stewart 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