

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	25-0028
Introduction Date	01-22-2025
Enactment Number	
Enactment Date	



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer  
Kenya Chatman, Executive Director of Facilities

**Board Meeting Date** January 22, 2025

**Subject** Agreement for California Multiple Award Schedule (CMAS) Contract - Kahua, Inc. – Construction Program and Project Management Software - Division of Facilities Planning and Management

**Action Requested** Approval by the Board of Education of an Agreement for California Multiple Award Schedule (CMAS) Contract by and between the **District and Kahua, Inc. Alpharetta, GA** for the latter to provide software and support services for a Construction Management Program and Project Management for the Division of Facilities Planning and Management in the not-to-exceed amount of **\$509,018.12**, with services scheduled to commence on February 1, 2025, and scheduled to last until January 31, 2028, pursuant to the agreement.

**Discussion** Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

**LBP (Local Business Participation Percentage)** 00.00%

**Recommendation** Approval by the Board of Education of an Agreement for California Multiple Award Schedule (CMAS) Contract by and between the District and Kahua, Inc. Alpharetta, GA for the latter to provide software and support services for a Construction Management Program and Project Management for the Division of Facilities Planning and Management in the not-to-exceed amount of \$509,018.12, with services scheduled to commence on February 1, 2025, and scheduled to last until January 31, 2028, pursuant to the agreement.

**Fiscal Impact** Fund 21 – General Fund and Measure Y

- Attachments**
- Contract Justification Form
  - General Services Agreement, including exhibits
  - Insurance Certificate
  - Routing Form



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office With Every**  
**Agenda Contract.**

**Legislative File ID No. 25-0028**

**Department: Facilities Planning and Management**

**Vendor Name: Kahua, Inc.**

**Project Name: Construction Program and Project Management Software                      Project No.: 00918**

**Contract Term: Intended Start: 02-01-2025                      Intended End: 01-31-2028**

**Total Cost Over Contract Term: \$509,018.12**

**Approved by: Preston Thomas**

**Is Vendor a local Oakland Business or has it met the requirements of the**

**Local Business Policy?     Yes (No if Unchecked)**

**How was this contractor or vendor selected?**

Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

**Summarize the services or supplies this contractor or vendor will be providing.**

Vendor to provide a Construction Program and Project Management Software that will efficiently support Facilities projects through their entire life cycles, from concept and planning through construction and closeout - including accounting and reporting requirements. Initial contract duration is 3 years.

**Was this contract competitively bid?        Check box for "Yes" (If "No," leave box unchecked)**

If "No," please answer the following questions:

1) How did you determine the price is competitive?

Vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

- Price is at or under UPCCAA threshold of \$60,000 (as of 1/1/19)
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Completion contract – *contact legal counsel to discuss if applicable*
- Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*
- Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*
- Energy service contract – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_ – *contact legal counsel to discuss if applicable*

Consultant Contract:

- Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)
- Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)
- Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*
- For services other than above, the cost of services is \$109,300 or less (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- Certain instructional materials (Public Contract Code §20118.3)
- Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

- Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*
- CMAS contract [may only include “incidental work or service”] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*
- Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*
- Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*
- No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*
- Other: \_\_\_\_\_

Maintenance Contract:

- Price is at or under bid threshold of \$109,300 (as of 1/1/23)
- No advantage to bidding (including sole source) – *contact legal counsel to discuss*
- Other: \_\_\_\_\_

3) Explain in detail the facts that support the applicability of the exception marked above:

The vendor was chosen for CMAS contract which includes incidental work or service (Public Contract Code 10101(a) and 10298(a)). Therefore, no competitive bidding was required.

**OAKLAND UNIFIED SCHOOL DISTRICT**

**CMAS INFORMATION TECHNOLOGY PURCHASE AGREEMENT**

This CMAS INFORMATION TECHNOLOGY PURCHASE AGREEMENT (“Agreement”) is made this 1 day of February, 2025, by and between **Oakland Unified School District**, “District,” and **KAHUA, INC.**, a Georgia corporation, “Vendor,” with respect to the following recitals:

**RECITALS**

- A. District is a public school district organized and existing under the laws of the State of California.
- B. Vendor is a software provider that offers subscription-based software solutions and professional services, including implementation, integration, and migration services, to support program management, cost management, design review, and other functionalities.
- C. Vendor has entered into a California Multiple Award Schedule Contract No. 3-22-02-1027 adopted by the General Services Administration, effective from May 21, 2024, through May 22, 2029, for the procurement of information technology goods and services, under the applicable CMAS terms and conditions dated March 1, 2023, and Base Schedule Number 47QTCA19D00CF (collectively “CMAS Contracts”).
- D. The Board of the District under Public Contract Code sections 10290 et seq. and 10298 et seq. may, without competitive bidding, contract with suppliers that have been awarded contracts, master agreements, multiple award schedules, cooperative agreements or other types of agreements, including agreements with entities outside the state or other agreements that leverage the state’s buying power, for acquisitions authorized under Chapter 2 (commencing with Section 10290) and Chapter 3 (commencing with Section 12100) of the Public Contract Code.
- E. The Board of the District has determined that it is in the best interest of the District to utilize the CMAS Contracts to acquire software subscription products and professional services from Vendor to support the District’s program and operational needs.
- F. The District intends to procure the items (“Items”) of software subscription products and professional services incidental thereto detailed in the proposal provided by Vendor, attached hereto as **Exhibit A** (“Proposal”).

**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. **Reference and Definition.** A copy of the CMAS Contracts is attached hereto as **Exhibit B**

and incorporated herein by reference. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contracts, the CMAS Contracts shall control, except for Section 2 “Delivery”, Section 3 “Contract Time”, Section 4, “Contract Price”, and Section 5 “Payments” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions. For the purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the CMAS Contracts 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 Contracts shall apply to the District under this Agreement.

2. Delivery. The Vendor shall provide the District with the Items in accordance with the descriptions, specifications, and designs contained in the Proposals for the Items, as more particularly described in the Proposal attached hereto as **Exhibit A**. The Vendor shall ensure the delivery of all Items and related materials, including any software, licenses, or hardware, at the agreed prices, inclusive of all applicable taxes (District is responsible for Sales Tax if not a tax exempt entity), shipping, and handling charges. Delivery of all Items shall include proper configuration, installation, testing, and integration into the District’s systems, as applicable, and shall meet the timeline and performance standards specified in the CMAS Contracts.

3. Contract Time. Vendor shall provide the Items, including but not limited to any software and professional services, to the District no later than June 30, 2025 (“Delivery Deadline”); provided, however, the Delivery Deadline may be extended day-to-day for any delay caused solely by the District. Time is of the essence in this Contract.

4. Contract Price. District agrees to pay Vendor the price listed in the Proposal attached hereto as **Exhibit A** (“Purchase Price”) pursuant to the payment terms set forth in Section 5. Vendor hereby represents and warrants 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 Contracts or are “Not Specifically Priced” items as that term is defined by the DGS.

5. Payments. The District shall make payment(s) to Vendor for the Items pursuant to the payment milestones set forth in the Proposal. Vendor shall issue an invoice to the District upon occurrence of each of the milestones, and payment of each invoice shall be due within thirty (30) days following the date to the applicable invoice.

6. Termination. If the Vendor fails to provide the Items to the satisfaction of the District, fails to fulfill its obligations under this Agreement in a timely and professional manner, or violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon providing written notice to the Vendor. Additionally, the District may, at its sole discretion, terminate this Agreement for convenience by providing the Vendor with at least thirty (30) days’ prior written notice. In the event of any termination, the District shall be obligated to pay the Vendor any outstanding undisputed invoices up to the effective date of termination. No early termination fees or penalties will apply, and Customer will not be entitled to refunds for any amounts paid to date. The District shall incur no liability for undelivered Items or services beyond the effective termination date.

7. Conformance to Contract Documents. Vendor agrees that the Items to be furnished

pursuant to this Agreement shall conform to all of the requirements set forth in the Contract Documents, as defined below.

8. Transportation Charges. Vendor agrees to deliver all Items prepaid unless otherwise specified. All costs for delivery and packaging of Items are the responsibility of Vendor unless otherwise stated in the Contract Documents, as defined below.

9. Insurance. Without in any way limiting the Vendor's liability or indemnification obligations set forth in the Contract Documents, the Vendor shall, at its sole cost and expense, secure and maintain throughout the Term of this Agreement the following insurance coverages: (i) comprehensive general liability insurance with limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, including coverage for bodily injury, personal injury, property damage, and contractual liability; (ii) commercial automobile liability insurance with limits of not less than \$1,000,000.00 in the aggregate, covering all owned, non-owned, and hired vehicles, if applicable; (iii) workers' compensation insurance as required by California law, including employer's liability coverage with limits of not less than \$1,000,000.00 per accident or disease and a waiver of subrogation in favor of the District and the District Parties; and (iv) product liability insurance with limits of not less than \$4,000,000.00 in the aggregate, covering liability for products provided under this Agreement, including software, hardware, and intellectual property claims. All policies shall name the District and the District Parties as additional insureds (except for workers' compensation), be primary and non-contributory to any insurance or self-insurance maintained by the District, and include a waiver of subrogation in favor of the District and the District Parties. Certificates of insurance and endorsements evidencing the required coverages shall be provided to the District prior to the commencement of any work and shall include a declaration that the insurance shall not be suspended, voided, canceled, or reduced in coverage or limits without thirty (30) days' prior written notice to the District. The Vendor shall ensure that subcontractors performing work under this Agreement maintain equivalent insurance coverages, and the failure to maintain the required insurance or to provide proof of insurance shall constitute a material breach of this Agreement.

10. Independent Contractor Status. Vendor is engaged in an independently established trade, occupation, or business to provide the Items required by this Agreement and is hereby retained to provide specialized services for District that are outside the usual course of District's business. Vendor is free from the control and direction of District in connection with the manner in which it provides the Items to District. Vendor understands and agrees that Vendor and the Vendor Parties shall not be considered officers, employees, agents, partners, or joint venturers of District, and are not entitled to benefits of any kind or nature normally provided to employees of District and/or to which District's employees are normally entitled.

11. Taxes. All payments made by District to Vendor pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. District will not withhold any money from fees payable to Vendor, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. Vendor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Vendor and the Vendor Parties and otherwise in connection with this Agreement.

12. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
13. Modification of Contract. Delivery sites may be changed, deleted or added as deemed necessary by the District's Purchasing Department. The District's Purchasing Department will inform the Vendor of the changes by telephone call followed up with a written notice.
14. Amendments. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties and approved by the District's governing board.
15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the District.
16. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to Vendor at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.
17. Compliance with Law. Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. Vendor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances.
18. Non-Discrimination. There shall be no unlawful discrimination in the contracting of persons under this Agreement because of race, color, national origin, age, ancestry, religion, sex, or sexual orientation of such persons.
19. Attorneys' Fees. If any legal action is taken to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other reasonable costs and expenses incurred in connection with that legal action.
20. Liability of District. Notwithstanding anything stated herein to the contrary, District shall not be liable for any special, consequential, indirect or incidental damages, including but not limited to lost profits in connection with this Agreement.
21. Time. Time is of the essence to this Agreement.
22. Waiver. No delay or omission by District in exercising any right under this Agreement shall operate as a waiver of that or any other right and no single or partial exercise of any right



shall preclude the District from any or further exercise of any right or remedy.

23. Entire Agreement. The Contract Documents are intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

24. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

25. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

26. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

27. Contract Documents. The following documents are incorporated into the Contract as the "Contract Documents":

- Exhibit A – Proposal
- Exhibit B – CMAS Contracts.

28. Mediation. A party to this Agreement shall, as a condition precedent to initiating any litigation against the other party, demand mediation of any dispute. The parties shall endeavor to include any third-party claimant in the mediation. The parties shall select a mediator and schedule the mediation within thirty (30) days of the initial demand for mediation. If the parties cannot agree on a mediator, the mediator shall be appointed by JAMS. The parties to the mediation, including the parties to this Agreement, shall pay equal shares of the mediator's fees. Each party shall bear its own attorney's fees related to the mediation.

29. Safety Regulations. All equipment and supplies furnished, and/or all work performed, shall meet all applicable safety regulations of the Division of Industrial Safety of the State of California, and Health & Safety code of the State of California.

[Signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement on the date first hereinabove written.

**DISTRICT:**

OAKLAND UNIFIED SCHOOL DISTRICT

**VENDOR:**

KAHUA, INC., a Georgia corporation


\_\_\_\_\_  
Benjamin Davis, President, Board of Education

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
[TITLE] DocuSigned by:  
Chris Faklaris  
205D50186E2E477...

\_\_\_\_\_  
Kyla Johnson-Trammell, Superintendent and Secretary, Board of Education

\_\_\_\_\_  
Date

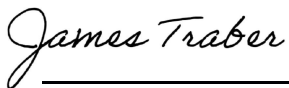
  
Preston Thomas (Jan 14, 2025 11:03 PST)

\_\_\_\_\_  
Preston Thomas, Chief Systems & Services Officer

Jan 14, 2025

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Facilities Counsel

1/13/2025

\_\_\_\_\_  
Date

**EXHIBIT A**  
**PROPOSAL**

*[see attached]*



### Kahua Contract Ordering Document

**Company Name:** Oakland Unified School District  
**Address:** 955 High Street  
**City, State and Zip:** Oakland, CA 94601  
**Kahua GSA Schedule 70 Contract:** 47QTCA19D00CF

**Term:** Three (3) Years  
**Effective Date:** February 1, 2025  
**End Date:** January 31, 2028  
**CMAS#** 3-22-02-1027

**Kahua Software Subscription: Unlimited User Base Environment**

- Kahua – Standard License **\$ 119,503.10**
- Kahua – Cost Management Suite
- Kahua – Design Review
- Kahua – Single Sign On
- Kahua – Datastore
- Kahua – Snapshot
- Kahua – Program Management
- Kahua – Cash Flow Forecasting
- Kahua – Sources of Funds
- Kahua – Analytics
- Kahua – Program Summary
- Kahua – kConnect

**Professional Services**

**Professional Services Implementation & Integration/Migration (see attached SOW): **\$150,508.82****

**Overview**

**PAYMENT TERMS**

<b>Year 1</b>	<b>Annual Software Subscription - Due Upon Execution</b>	<b>\$ 119,503.10</b>
	<b>Professional Services – Reference Milestone Payments on SOW</b>	<b>\$ 150,508.82</b>
<b>Year 2</b>	<b>Annual Software Subscription - Due February 1<sup>st</sup>, 2026</b>	<b>\$ 119,503.10</b>
<b>Year 3</b>	<b>Annual Software Subscription - Due February 1<sup>st</sup>, 2027</b>	<b>\$ 119,503.10</b>

**Notes:**

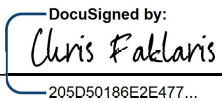
- Invoice amounts are due within 30 days of receipt.
- Annual Support and Maintenance included.
- Unlimited User pricing based on Annual Construction Volume (ACV) provided below:
  - Customer is granted unlimited user licenses for the software provided. This is based on the estimate that Customer’s annual construction volume will be approximately \$80 million per year. Thus, if circumstances change, and the District’s construction volume exceeds \$80 million per year averaged over the term of the agreement, thereby increasing the number of user licenses, then the parties will meet and confer and agree on an equitable adjustment to the contract price.
- The extended pricing includes significant discounts based on the package of applications being licensed, a volume discount for the number of users, the term of the agreement and a ramp up of users over the term of the agreement. Alterations to any of these factors will require a revised proposal
- Professional Services SOW attached for Standard Implementation and Milestones Payments.
- Sales tax, if applicable, to be applied upon invoice.

Customer Signature:  \_\_\_\_\_  
Preston Thomas (Jan 14, 2025 11:03 PST)

Printed Name: \_\_\_\_\_ Preston Thomas

Title: \_\_\_\_\_ Chief Systems and Services Officer

Date: \_\_\_\_\_ Jan 14, 2025

Kahua Signature:  \_\_\_\_\_  
205D50186E2E477...

Printed Name: \_\_\_\_\_ Chris Faklaris

Title: \_\_\_\_\_ Chief Revenue Officer

Date: \_\_\_\_\_ 1/13/2025

## ATTACHMENT 1

### Kahua Applications included in Oakland USD base environment

#### Kahua Standard License

- Calendar
- Contact Management
- Dashboard
- Design Review
- Portable Views
- Report Writer
- File Manager
- Locations
- Media Manager
- Messages
- Milestones
- Projects
- Project Directory
- Report Manager
- Tasks
- Work Packages

#### Document Management Suite

- Communications
- Daily Reports
- Field Observations
- Issues
- Meetings
- Punch Lists
- RFIs
- Submittals

#### Cost Management Suite

- Budgets
- Contracts
- Change Requests
- Change Orders
- Pay Apps
- Purchase Orders
- Invoices
- Work Breakdown Structure

#### Additional Applications

- Kahua Analytics
- Portfolio Management
- Cash Flow Forecasting
- Program Summary
- Single Sign On
- Snapshot
- Sources of Funds
- kConnect



**SUPPORT AND SERVICE LEVELS**

**1. Scope of Agreement.** During the Term of the Agreement to which this Schedule is attached and so long as Customer is not in breach of any obligations, Kahua agrees to provide the support services set forth below.

**2. Response Time by Priority.** Upon receipt from Customer of a report of an Error affecting Customer’s use of the Software Services, Kahua shall take reasonable measures to remedy the reported Error. Kahua may request certain information (data, screen shots, etc.) to properly validate and reproduce the Error. All resolution times will begin after Kahua validates and reproduces the Error. Kahua will provide response and resolution for reported Errors, in accordance with the following schedule:

Severity Categories	Definition	Time to Respond	Time to Resolution
Priority 1	Production system is completely unavailable or is inoperable, or is affected such that critical business processes are completely unavailable or inoperable.	Within 1 hour	Kahua will use reasonable efforts to provide a fix, or acceptable work around, and work continuously to resolve following receipt of notification and validation of Priority 1 issue.
Priority 2	Production system is available, but non-critical business processes and multiple users are substantially impacted, or are affected such that critical business processes are unavailable or inoperable.	Less than 4 hours	Kahua will make reasonable efforts to provide a fix or acceptable workaround within five (5) business days from the time Kahua is able to replicate the Error
Priority 3	Production system is available, but a single user or non-critical business processes are adversely impacted, or the test or development systems functions, but multiple users are impacted.	2 business days	Kahua will make reasonable efforts to provide a fix or acceptable workaround within ten (10) business days or provide in a scheduled service or maintenance release.

For purposes of this Schedule, “**Business Hours**” means 5:00 am – 10:00 pm (Eastern Time), Monday – Friday excluding holidays. All categories above specifically apply only to those issues that are within the control of Kahua.

**3. Support Services.** Subject to the terms and conditions of this Agreement, including payment of the fees to Kahua, Kahua shall provide the following support services (“Support Services”) during the Term from Kahua’s facilities:

a. **Telephone Assistance.** Kahua shall provide telephone assistance on an on-call basis during Business Hours. Kahua shall provide such telephone assistance (i) for consultation in the use, operation and maintenance of the Software Services as Kahua considers in its sole discretion reasonable to aid Customer in the use of the Software Services; and (ii) for the correction of Errors discovered by Customer. “Error” means a material failure of the Software Services to substantially perform the functions described in the corresponding documentation. Kahua will use reasonable efforts to return Customer’s calls to Kahua’s designated Support Services telephone number during the hours described above within two (2) business hours of such call. Customer shall only permit authorized Customer personnel to call Kahua for Support Services. Customer agrees that the placing of a service call by its personnel authorizes Kahua to undertake corrective action as determined by Kahua, and Customer will be responsible for any fees or expenses that result from such actions in accordance with this Agreement. The preferred method to communicate an issue to Kahua Technical Support is through e-mail at [support@kahua.com](mailto:support@kahua.com). Alternatively, Customer may call Technical Support directly



at 770-641-9994. Customer may also use either method to submit comments, questions and suggestions regarding the Software Services. Kahua may, but will not be obligated to, develop or implement any changes based on submitted comments or suggestions, which will be solely owned by Kahua.

b. **Software Services Updates.** Kahua shall supply Customer with Software Services updates including improvements, enhancements, or modifications to the Software Services that Kahua generally makes available to its other Customers and for which Kahua does not charge separately. The Software Services updates shall be treated as part of the Software Services for purposes of this Agreement.

c. **Limitations & Exclusions.** Kahua has the right to discontinue provision of Support Services in the event of: (i) Errors that arise out of improper handling or use of the Services by Customer, its employees, or agents, including use inconsistent with the documentation and this Agreement; (ii) Errors that arise out of changes, alterations, or revisions made by or on behalf of Customer; (iii) Errors that arises out of Customer's use of Services or equipment not expressly approved by Kahua in writing; (iv) problems arising out of Customer data, network, database, hardware, or operational or environmental factors not within the direct control of Kahua; (v) failure by Customer to install mandatory Software Services updates provided to Customer by Kahua from time to time (Kahua only agrees to provide Support Services for the most current version of the Software Services or on versions developed, configured, customized and maintained by Kahua for Customer, or as designated by Kahua and the version of the Software Services resulting from execution of the immediately preceding Software Services update as provided by Kahua); (vi) Errors arising out of Applications or other third party software or hardware; or (vii) Errors that are not reproducible by Kahua. If Kahua elects to provide Support Services for any of the preceding events, then Customer shall reimburse Kahua for all time spent by Kahua at Kahua's then-prevailing time and materials rates and for Kahua's reasonable expenses incurred in responding to correcting Errors arising from subsections (i) through (vi) above and any other false maintenance or support claims, or repairing any Customer alterations or revisions to the Services.

**4. System Availability.** Kahua will have at least 99.7% uptime during which the Platform will be available for Customer's use under the Agreement, as measured yearly, excluding scheduled downtime (as described below).

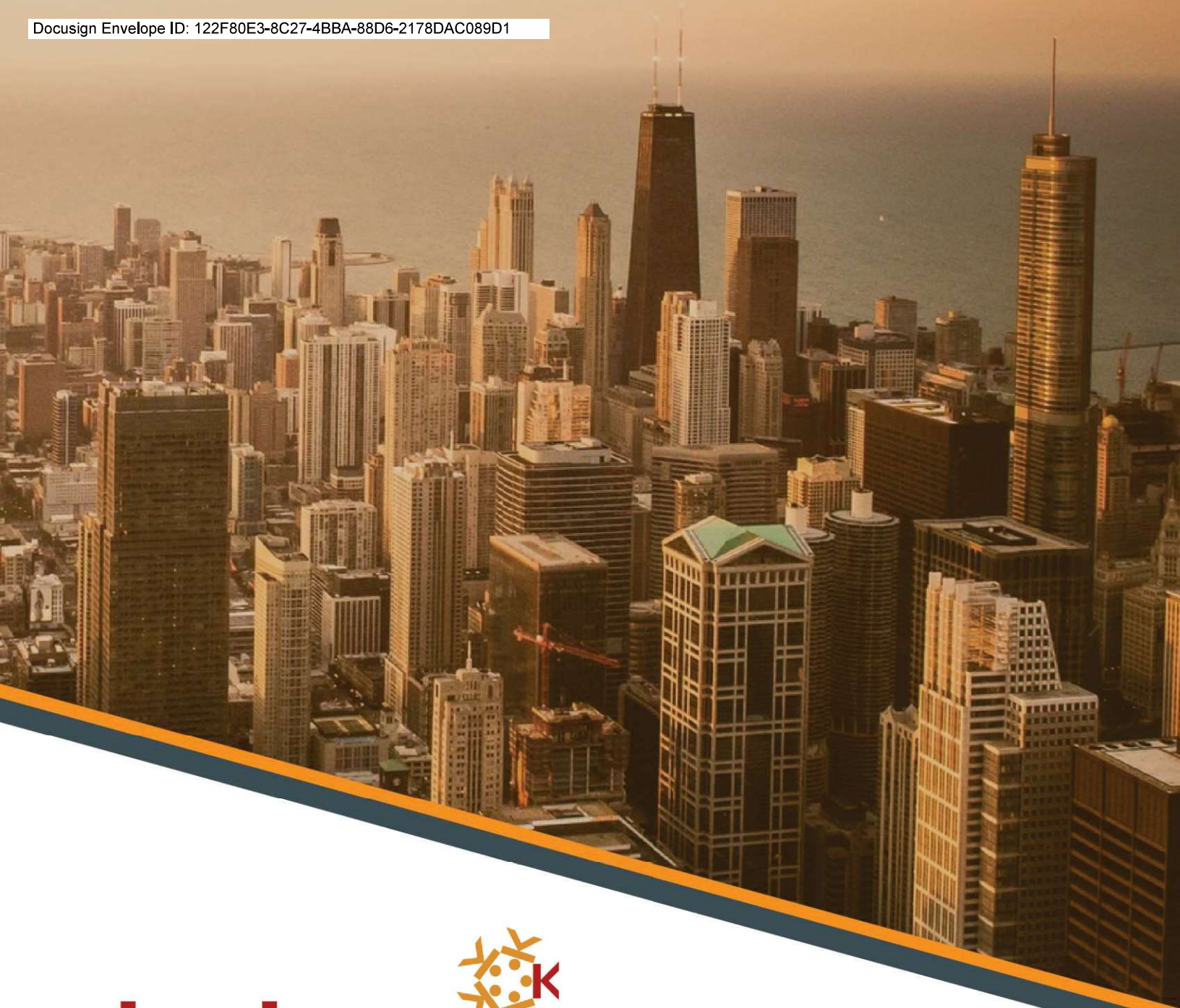
a. **Unscheduled Downtime.** Kahua will notify Customer within one hour of any known and verified unscheduled downtime of the Platform, and update the status to Customer hourly until the Platform is back up. Kahua will immediately notify Customer when the Platform is restored.

b. **Scheduled Downtime.** Scheduled downtime may include scheduled maintenance, upgrades of hardware or Services, or upgrades to increase storage capacity. Scheduled maintenance, while being conducted, may degrade the quality of the Software Services provided which may include an outage of the Software Services; provided, however, that an outage related to scheduled maintenance shall not be deemed to be non-Availability. Normal windows for scheduled maintenance are between Fridays' at 10:00 PM to Saturdays' at 2:00 AM, Local Time. Local Time shall refer to Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. The Customer will be notified of scheduled downtimes that are expected to exceed one hour at least twenty four (24) hours before downtime occurs.

**5. Customer's General Responsibilities.**

- a. Reporting Errors promptly and accurately.
- b. Designating two members of Customer's technical staff who shall be Customer's representatives for contact with Kahua regarding Support Services.
- c. Providing sufficient information for Kahua to duplicate the Error, as described in the documentation, so Kahua can duplicate the Error, assess the situation, and/or undertake any needed or appropriate corrective action hereunder.
- d. Afford Kahua reasonable access to and use of the Software Services, and, if necessary, Customer's systems as may be necessary to diagnose and repair any Errors.
- e. Comply with the documentation and any operator or trouble shooting procedures for the Services provided by Kahua.
- f. Otherwise following instructions or suggestions from Kahua regarding use, maintenance, upgrades, repairs, workarounds, or other related matters. This includes upgrading to new versions of any software provided to Customer.





## Professional Services Standard Implementation Statement of Work

---

12/12/2024

Prepared for the Oakland USD

## REVISION LOG

No	Date	Description of Revisions
1	11/20/2024	Initial creation of SOW
2	12/12/2024	Updated SOW
3	1/8/2025	Updated SOW

# TABLE OF CONTENTS

<b>Revision Log .....</b>	<b>1</b>
<b>1.0 Introduction.....</b>	<b>3</b>
1.1 Proposal Purpose .....	3
<b>2.0 Engagement Scope .....</b>	<b>3</b>
<b>3.0 Kahua Project Management Methodology.....</b>	<b>8</b>
3.1 Implementation Methodology.....	8
3.1.1 Stage 1 – Client Kickoff .....	8
3.1.2 Stage 2 – Discovery.....	9
3.1.3 Stage 3 – Domain Configuration .....	9
3.1.4 Stage 4 –Training .....	9
3.1.5 Stage 5 – Deploy .....	10
3.1.6 Stage 6 – Optimize.....	10
3.2 Out of Scope Management.....	12
<b>4.0 Responsibilities .....</b>	<b>12</b>
4.1 Kahua’s Responsibilities .....	12
4.2 Oakland USD Responsibilities .....	13
4.3 General Assumptions .....	13
<b>5.0 Constraints and Exclusions .....</b>	<b>14</b>
5.1 Constraints .....	14
5.2 Exclusions.....	14
<b>6.0 Estimated Schedule.....</b>	<b>15</b>
<b>7.0 Charges .....</b>	<b>15</b>
<b>Signatures.....</b>	<b>17</b>



## 1.0 INTRODUCTION

### 1.1 PROPOSAL PURPOSE

Kahua provides professional consulting services to help our clients maximize their investment in the Kahua solution. Kahua follows the principle that our success is built upon the success of our clients. Kahua would like to take this opportunity to outline the Standard Implementation engagement and scope of work for Oakland USD.

## 2.0 ENGAGEMENT SCOPE

This Standard Implementation Statement of Work (SOW) outlines the recommended activities necessary to implement the Kahua solution leveraging existing out of the box features with minimal configuration. Oakland USD wishes to implement Kahua immediately to support future projects.

The following functional areas are available to be implemented with out of the box features:

Standard/Platform	Cost Management Suite	Document Management Suite	Miscellaneous
<ul style="list-style-type: none"> <li>• Portfolio Manager</li> <li>• File Manager</li> <li>• Markups</li> <li>• File Sync</li> <li>• DocuSign and Bluebeam Revu integration</li> <li>• Messaging</li> <li>• Tasks</li> <li>• Action Items</li> <li>• Milestones</li> <li>• Calendar</li> <li>• Data Store</li> <li>• SSO</li> <li>• Out of the box reporting</li> </ul>	<ul style="list-style-type: none"> <li>• Work Breakdown</li> <li>• Funding                             <ul style="list-style-type: none"> <li>○ Budgets*</li> <li>○ Budget Adjustments*</li> <li>○ Budget Changes*</li> </ul> </li> <li>• Expense                             <ul style="list-style-type: none"> <li>○ Contracts*</li> <li>○ Change Requests*</li> <li>○ Change Orders*</li> <li>○ Schedule of Values</li> <li>○ Pay Requests*</li> <li>○ Purchase Orders*</li> <li>○ Purchase Orders Change Orders*</li> <li>○ Invoices*</li> </ul> </li> <li>• Issues*</li> </ul>	<ul style="list-style-type: none"> <li>• RFIs*</li> <li>• Package Submittals*</li> <li>• Daily Reports*</li> <li>• Punch Lists*</li> <li>• Meetings</li> <li>• Field Observations*</li> <li>• Communications*</li> <li>• Design Review*</li> <li>• Risk Register*</li> </ul>	<ul style="list-style-type: none"> <li>• Cashflow Forecasting</li> <li>• Program Summary</li> <li>• Snapshot</li> <li>• Sources of Funds</li> <li>• Kahua Analytics</li> </ul>

\*Apps with out of the box workflow

\*\*Bluebeam Revu integrates with Kahua but users must have Bluebeam Revu licenses (purchased separately)



**Oakland USD Kahua Implementation: Professional Services SOW**

Kahua offers best in class workflows for select applications above indicated with an asterisk “\*”. All applications can be configured based on Oakland USD’s requirements. Front-end configuration changes include the ability to:

- Set the App numbering system
- Turn fields on or off (i.e. “Hide fields”)
- Relabel fields
- Modify dropdown list values
- Set default values for document creation
- Turn workflows on or off
- Set cost validation checks

**Customization services are not included in this SOW.** These services can be scoped and priced separately.

Kahua allows customers to further customize the application. Customizations include:

- Adding new fields
- Creating workflows
- Significantly altering out of the box workflows
- Integrating with other systems

**Scope Breakdown:**

<b>Kickoff</b>
<ul style="list-style-type: none"> <li>▪ Define Roles</li> <li>▪ Confirm Scope</li> <li>▪ Confirm Go Live Timeframe</li> <li>▪ Set Expectations</li> <li>▪ Review PS Questionnaire</li> <li>▪ Review Kahua Configuration Workbook</li> </ul> <p>Deliverables:</p> <ul style="list-style-type: none"> <li>▪ Project Kickoff PPT</li> <li>▪ Implementation Questionnaire</li> <li>▪ Pre-discovery documentation</li> <li>▪ Project Schedule</li> </ul>
<b>Discovery</b>
<p>Assessment meetings will be held during this phase to gather detailed requirements and showcase functionality:</p> <ul style="list-style-type: none"> <li>▪ Basic Navigation and site settings</li> <li>▪ Review OOB functionality for Document Mgmt apps</li> <li>▪ Review OOB functionality for Cost Mgmt apps</li> <li>▪ Review OOB functionality for Miscellaneous apps included in scope</li> </ul>



- Define user groups that will need access, what applications they will need access to, and what level of permission
- Portfolio Management
  - Review how the projects need to be structured in Kahua
  - How many projects templates will be required
    - File Manager Setup
    - Milestones Setup
    - CSI Codes
    - Cost Code structure – set up standard activity code structure and cost ledger
- Define approval workflows for application leveraging workflow capabilities
- Technical assessment of single sign on enablement

**Deliverables:**

- Meeting minutes
- Configuration Workbook

**Configuration**

- Build project hierarchy structure
- Create Project Template(s)
  - File Manager, Cost Codes, Milestones, CSI Codes
- Perform site setup and in app configuration activities
- Configure Domain Settings
- Setup Permissions Groups
- Cost approval workflows
- Creation of 5 Portable Views (PDF Rendered View) in Apps of Choice
- Enable single sign on
- Validation against configuration workbook

**Deliverable:**

- Configuration workbook
- Spec documents
- Portable Views

**Training**

- End User training (up to 15 per class)
  - Twenty hours of training
    - If virtual, recommended to be split over 5 classes.
- Admin Training (virtual training)
  - Twelve hours of training
    - If virtual, recommended to be split over 3 classes.

**Deliverables**

- Out of Box Quick Reference Guides for Administrative Functions, Basic Navigation, Cost and Document Management
- Recorded training sessions
- Training Agendas

**Deployment**

- Conduct Go/No-Go Meeting
- Send end user communication
- Invite users to join Kahua / Assign licenses / Assign groups
- Conduct Go-Live
- Support Handoff
- Hypercare (Four hours total)

**Project Management / Optimization**

General Project Management (meetings, design review, document updates, etc.)  
Allocation for system changes based on lessons learned

**Scope Add-Ons (Additional Fees Apply to Assess, Configure and Deploy Below):****1) Kahua Analytics**

The primary objectives of this project are to:

- Provide Oakland USD with a powerful analytics solution embedded within the Kahua platform.
- Deliver our K-12 package of out-of-the-box Kahua Analytics dashboards
- Offer up to 20 hours of configuration work from our data science team to ensure optimal functionality.

**Kahua Analytics**

Enable the Kahua Analytics application which offers embedded Power BI dashboarding of the Kahua datastore, providing seamless analytics and reporting capabilities.

**Analytics Dashboards**

Standard Best Practice, K-12 Dashboards: Deliver our K-12 package of pre-defined Kahua Analytics dashboards that cover key performance metrics and common use cases.

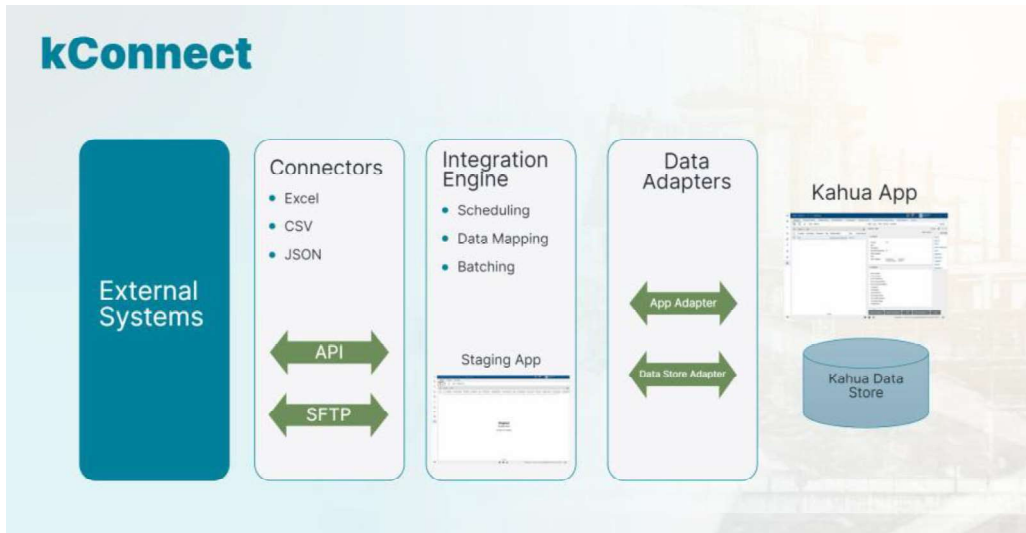
**Data Science Team**

Provide up to 20 hours of configuration work from our data science team to tailor the solution to Oakland USD 's unique needs for dashboards.

**2) Escape to Kahua Integration**

Below is a diagram that outlines our integration framework. In the case of this integration with Escape, we will leverage the Kahua Staging App to import data from Escape into Kahua and then process the data into the relevant applications. The integration will be limited to a one-way integration bringing data in from Escape to Kahua. No data will be passed from Kahua to Escape.

The number of integration points are not yet defined; however, this integration effort will limit the number of integration flow points to 10.

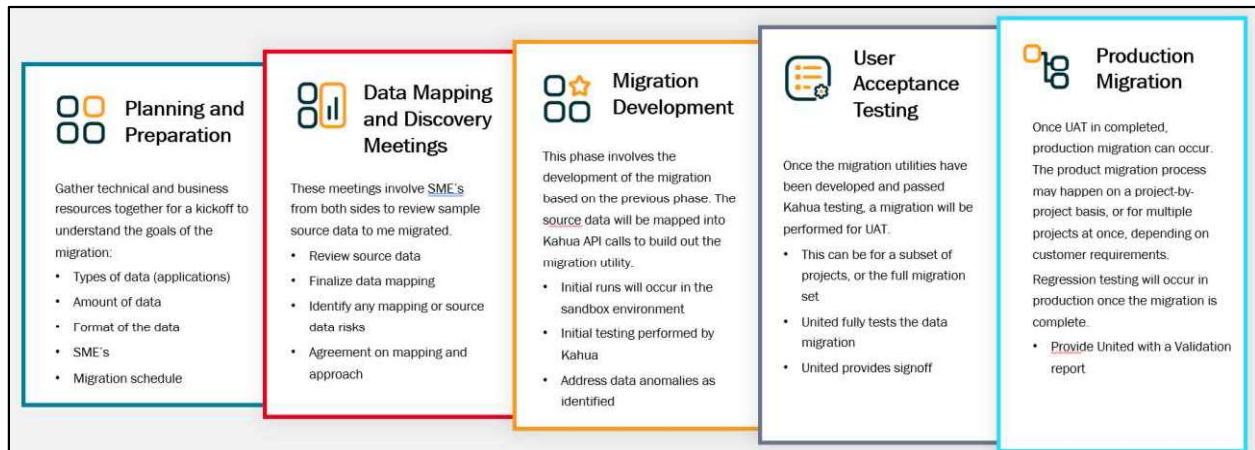


Deliverables:

- Final list of integration points and applications involved in the integration
- System data mapping
- Integration process flow documentation
- Oakland USD resources will perform acceptance testing on the integration functionality in the development (test) environment.
  - Once acceptance testing signoff is received, the integration will be deployed to production.

3) Data Migration High Level Scope

The intent of the data migration effort in this scope of work is to migrate data from Escape to Kahua. The Kahua migration team will follow the below methodology:



Deliverables will be:

- List of Kahua applications in which will be receiving data via the migration



- Data migration schedule
- Data mapping documentation
- Testing results

Data migration assumptions:

- The data will be received in an agreed upon format (excel, csv, etc.).
- The records migrated into Kahua will be placed into either a draft or approved status. Records will not be migrated in flight.

### 3.0 KAHUA PROJECT MANAGEMENT METHODOLOGY

#### 3.1 IMPLEMENTATION METHODOLOGY

Kahua’s proven implementation methodology is a phased approach, which includes Kickoff, Discovery, Domain Configuration, Training, Deployment and Optimization.



Our implementation approach is structured as follows:

##### 3.1.1 STAGE 1 – CLIENT KICKOFF

During the project kickoff, Kahua Professionals will conduct a kickoff meeting with the project stakeholders to:

- Define roles and responsibilities
- Review requirements / SOW
- Goals Exercise and risk assessment
- Review configuration workbook
- Provide the client with the Assessment Questionnaire

---

### **3.1.2 STAGE 2 – DISCOVERY**

In the Discovery stage, Kahua Professionals will conduct virtual or on-site meetings with Oakland USD to gather design decisions for the final solution based on the original SOW. During these sessions Kahua professionals will discuss Oakland USD's current business processes, evaluate feasibility of requirements, and demonstrate how the out of the box Kahua solution can improve business operations. Information gathered will be used to configure the system. The information gathered includes but is not limited to:

- Required permissions
- Required project hierarchy
- Required project templates
- File Folder structure
- Project milestones
- Cost coding structure
- Cost approval workflows (if required)

Kahua will document and present a final configuration workbook for Oakland USD approval in the next phase.

The intent of these discovery workshops is to determine how out of the box functionality can be leveraged. Any design requests discussed which are deemed not in scope, will either be included in a change order or tabled for post go-live review.

### **3.1.3 STAGE 3 – DOMAIN CONFIGURATION**

The decisions made during the Discovery stage will drive the configuration of the production domain. Once the system has been set up, Kahua Professionals will perform their own validation to make sure all features are working as designed prior to turning over to the client.

Select SMEs will be granted access to perform their own configuration validation to ensure compliance, if desired. Validation criteria will be up to the customer to determine based on their own business process requirements and configuration decisions. A test project will be created for each of the identified SMEs.

At the end of this stage, the customer will provide final signoff on the Configuration Workbook.

### **3.1.4 STAGE 4 – TRAINING**

During this stage, a training partition will be configured in the project hierarchy structure to accommodate and keep this data separate from future live projects. Each trainee will have a project created for them to complete training.

Kahua provides a customized and comprehensive training plan designed to educate users on the Kahua Standard features, Kahua Document and Cost Management Apps, and new Oakland USD standard processes. Instructor-led training classes are typically organized by role. Class sizes are limited to 15 or fewer students, providing hands-on access to the application and direct one-on-one access to the trainer.

Blended approaches to training may be necessary depending on when potential users are identified and added to the system. “Train-the Trainer” classes and custom training options are available for an additional fee to help reach your training goals.

During this stage, Kahua Professionals will also begin developing the training materials required for the training stage. These training tools can include but are not limited to:

- Training Curriculum / Agenda
- Quick Reference Guides (Out of Box unless Explicitly outlined in Scope)

### **3.1.5 STAGE 5 – DEPLOY**

During the Deployment stage, Kahua will hold a Go/No-Go decision with the customer post training. Following a “Go” decision, the Kahua solutions consultant will assist the customer in crafting Go-Live end user communications for all users impacted by the Kahua launch. Kahua will schedule a handoff call with the Support team to introduce Oakland USD to Kahua Support and educate them on how to interact with the Support team moving forward. To help the transition post go-live, Kahua will schedule 4 hyper-care sessions to help end users with functionality questions as they begin managing projects in Kahua.

### **3.1.6 STAGE 6 – OPTIMIZE**

The Optimization Stage allows your organization to capitalize on the collaborative capabilities of the Kahua solution through engagement with external parties. Optimization plans include methods to accommodate future functionality and enhancement deployment through process reviews, benchmarking, and additional training and support programs.

The goal of this implementation approach is to ensure long-term success for your organization while providing management with a real time status of our progress along the way.

## **3.2 ANALYTICS METHODOLOGY**

### **3.2.1 DISCOVERY**

Prior to this stage occurring, the Kahua Professional will install and connect dashboards based on the data structure.

As a part of discovery, Kahua Professionals or certified 3rd party Kahua partners will conduct sessions with Oakland USD to review portfolio management parameters for filtering and the data structure of partitions, work breakdown, cost management, etc.

## Kahua Analytics Workshop Summary

### Key Decisions Made

- ✓ Contents of the Kahua Analytics package
- ✓ Customer & partner role / certification
- ✓ SLA for Base implementation
- ✓ Definition of a dashboard
- ✓ 3<sup>rd</sup> party data visualization in Kahua Analytics

### Key Actions To Complete

- ✓ Define and build Kahua Base Dashboards
- ✓ Create Kahua Analytics Guide to technically enable Kahua resources, partners, and customers
- ✓ Document SOW & implementation activities for Kahua Analytics
- ✓ Develop Kahua Analytics certification program & content

### 3.2.2 CONFIGURATION/CREATION

Based on the discovery findings, the Kahua Professionals or certified 3<sup>rd</sup> party Kahua partners will make configuration changes and/or create new Kahua Analytics dashboards based on the documented requirements.

### 3.2.3 TESTING

Oakland USD resources will have the opportunity to review and test the Kahua Analytics dashboards in the development environment and provide feedback to the analytics professional based on their findings.

The Kahua Professionals or certified 3<sup>rd</sup> party Kahua partners will address the testing feedback, update the dashboards, push into the development environment and repeat the testing cycle until given approval by the Oakland USD.

### 3.2.4 DEPLOY

Once we receive signoff from the customer, the Kahua Analytics solution will be deployed into the production environment.

### 3.2.5 STAGE 5 – OPTIMIZE

Once the analytics dashboards are deployed into the production environment, the Kahua Professional or certified 3<sup>rd</sup> party Kahua partners will conduct a review session of analytics once implemented.

---

### **3.3 OUT OF SCOPE MANAGEMENT**

Throughout the implementation, customers may make requests that are deemed out of scope.

Out of scope requests can include, but not limited to:

- Platform development enhancement request
- Application development enhancement request
- Integration that is not already listed in scope
- Migration of data that is not already listed as in scope

In the event the customer makes an out-of-scope request, it can either be requested via a change order to the contract, or it can be logged as an enhancement request on Kahua's Product Board where it will be reviewed for future functionality.

If the customer elects to go the change order route, the implementation consultant will craft a change order detailing the scope of the change, level of effort and impact to the project schedule.

The customer can elect to log the enhancement request on Kahua's Product Board if it's not regarded as a critical item. From here, the Kahua product team will review the request, along with others submitted by the Kahua community, and determine whether it will be added to our product roadmap. Please note, there are no guarantees these enhancement requests will be added to our product roadmap, nor are there guarantees on delivery timeframe for requests added to the product roadmap.

## **4.0 RESPONSIBILITIES**

### **4.1 KAHUA'S RESPONSIBILITIES**

Kahua is responsible to provide Oakland USD with the following:

1. Professional and satisfactory completion of the stated work within the project time.
2. Timely and effective selection of an appropriately skilled consultant to meet the requirements of the project.
3. Kahua will find suitable replacements for any of the technical personnel in cases of prolonged illness or extenuating circumstances.

---

## **4.2 OAKLAND USD RESPONSIBILITIES**

Oakland USD is responsible to provide Kahua with the following:

1. Provide Kahua with appropriate access to the software systems, facilities and personnel of the organization.
2. Provide the appropriate evaluation criteria for the project.
3. Provide access to knowledgeable staff that may be required during the assessment phase of the project.
4. Provide access to the appropriate decision-making authority during the process of determining the appropriate evaluation criteria for the project.
5. For onsite meetings, provide a work area for Kahua professionals while on site, that includes Internet connectivity, projector screen or area for projecting a presentation, projector (if available), dry-erase board or flip charts for documentation and training facilities that meet the minimum IT requirement for connectivity per Kahua IT standards.

## **4.3 GENERAL ASSUMPTIONS**

1. The Standard Implementation is designed for out of the box features within Kahua. See Attachment 1: Kahua Functional Spec for more details.
2. Kahua has assumed a normal workday is 8-5 pm.
3. Deliverables, Configuration and Project Management activities done offsite are included as billable time unless otherwise stated.
4. Oakland USD will provide appropriate resources to conduct customer responsibilities. Any change in resources from the Oakland USD team must be communicated and evaluated immediately.
5. Kahua resources will not be dedicated nor full time on the project
6. Application customization is not part of the Standard Implementation and will need to be scoped separately if desired.

7. Kahua will manage this engagement using our proven implementation methodology. Client-directed changes to Kahua's methodology and project management protocols may result in additional fees and project delays.
8. Kahua reserves the right to source this project with Kahua certified third party solutions consultants.
9. This SOW expires 90 days after the document date if not executed by both parties prior.

## **5.0 CONSTRAINTS AND EXCLUSIONS**

### **5.1 CONSTRAINTS**

This engagement will be a highly focused effort that will be limited to the scope identified above and defined as part of the deliverables.

No additional constraints have been defined at this time.

### **5.2 EXCLUSIONS**

The following areas are not included in the scope of this engagement:

1. Integration with systems besides Bluebeam Revu (out of the box), DocuSign (out of the box) and the Escape scope identified above
2. Creation of custom applications outside of those explicitly listed in scope above. Kahua can build custom applications through our kBuilder tool, and additional custom apps can be scoped separately for future phases once identified.
3. Creation of custom portable views (PDF forms) outside of those explicitly listed in scope above. Kahua can build custom PV's through our kBuilder tool but specific forms have not been identified. The creation of specific PV's can be scoped separately for future phases once identified.
4. Custom workflows or adding additional fields. Custom work can be scoped separately.
5. Custom reporting. Custom reporting can be scoped separately.
6. Analytics exclusions



- a) Implementation of existing external Power BI reports and dashboards.
- b) Analytics on new applications and extensions
- c) Pulling in (external) data that requires integration
- d) Embedding Analytics anywhere outside of the customer’s domain
- e) Printing paginated reports – Power BI is made for screens, not printing
- f) Ability for the customers building their own Power BI reports and using Kahua Analytics to consume

## 6.0 ESTIMATED SCHEDULE

The final implementation schedule will be created after the initial onsite discovery sessions. Projects of this nature can vary depending on phasing, availability of resources, external factors and timely decision-making. Typical Standard Implementations take 90-120 days from kickoff, depending upon scope and assessment requirements. All dates verbally communicated prior to the onsite assessment are estimates and are subject to change.

## 7.0 CHARGES

Kahua has estimated the work involved to be **\$150,508.82**. This is an estimate based upon Kahua’s current understanding of the project scope and past experience in executing these types of engagements. Oakland USD will be billed on a fixed fee basis for the Standard Implementation and on a time & materials basis for all hours worked for additional services at a rate of \$250/hr.

Oakland USD shall reimburse Kahua for all project-related travel. All travel expenses will be invoiced at cost, without markup, and will be documented by Kahua and submitted prior.

If there is a change identified that will affect this project, it will be documented utilizing Kahua’s Project Change Request process. All price changes associated with changes to the Statement of Work will be defined and submitted for acceptance prior to implementation of the changes.

Proposal	Total Costs
Professionals Services	\$60,508.82
Add-Ons: Integration & Migration Services NTE (Not to Exceed)	\$90,000.00



**Oakland USD Kahua Implementation: Professional Services SOW**



Proposal	Total Costs
<b>Total Cost</b>	<b>\$150,508.82</b>

**Professional Services Milestone Payments:**

Milestone Task	Payment %
Completion of Kickoff Meeting	20%
Delivery of Configuration Workbook	30%
Completion of Training	30%
Go-Live Date	20%

**Integration and Migration Milestone Payments:**

Milestone Task	Payment %
Completion of Migration and Integration Discovery	30%
Delivery of Migration and Integration Design Document	30%
Completion of User Acceptance Testing	20%
Completion of Deployment to Production	20%

**Oakland USD Kahua Implementation: Professional Services SOW**



**SIGNATURES**


An authorized signature below indicates acceptance by Oakland USD of this Statement of Work.

**Oakland USD**

**Kahua**

DocuSigned by:  
*Chris Faklaris*  
205D50186E2E477...

Signature

  
Preston Thomas (Jan 14, 2025 11:03 PST)

Signature

Chris Faklaris

Name:

**Preston Thomas**

Name

Chief Revenue Officer

Title:

**Chief Systems and Services Officer**

Title

1/13/2025

Date Jan 14, 2025

Date

**EXHIBIT B**  
**CMAS CONTRACTS**

*[see attached]*



Procurement Division  
707 Third Street, 2nd Floor, MS #2-202  
West Sacramento, CA 95605-2811

State of California

# MULTIPLE AWARD SCHEDULE

NON-MANDATORY

## Kahua, Inc.

CMAS NUMBER:	<b>3-22-02-1027</b>
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	02/22/2022 through 05/22/2029
EFFECTIVE DATE:	05/21/2024
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	<a href="#">March 1, 2023</a>
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 SCHEDULE #:	<a href="#">47QTCA19D00CF</a>
BASE SCHEDULE HOLDER:	Kahua, Inc.
PROGRAM ANALYST	John Dickinson <a href="mailto:John.Dickinson@dgs.ca.gov">John.Dickinson@dgs.ca.gov</a>

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of software and Information Technology (IT) consulting services. (See page 3 for the job titles and restrictions applicable to this CMAS.)

This supplement is to extend this CMAS through 05/22/2029. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**CMAS PRODUCT & SERVICE CODES**

Product & Service Codes listed below are for marketing purposes only. Review the base schedule for the products and/or services available.

IT Consult-Change Mgmt  
IT Consult-Project Mgmt  
IT Consult-Software Develop  
IT Consult-Training Develop  
Software  
Software-Application  
Software-Asset Management  
Software-Document Mgmt  
Software-Electronic Signature  
Software-Financial  
Software-Operating System  
Software-Software as a Service

**AVAILABLE PRODUCTS AND/OR SERVICES**

This CMAS provides for the software and Information Technology (IT) consulting services.

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

All of the IT consulting job titles in the base schedule are available within the scope of this CMAS.

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

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

**FIND BASE SCHEDULE PRICING**

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**EXCLUDED PRODUCTS AND/OR SERVICES**

Temporary staffing services, staff recruiting services, and order-level materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**Kahua, Inc.  
10000 Avalon Blvd, Suite 600  
Alpharetta, GA 30009  
Attn: Sally Gunter**

**E-mail: [vendorcontact@kahua.com](mailto:vendorcontact@kahua.com)**

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

**Contact: Tyler Samuel  
Phone: (770) 641-9994  
E-mail: [tsamuel@kahua.com](mailto:tsamuel@kahua.com)  
Website: [www.kahua.com](http://www.kahua.com)**

**TOP 500 DELINQUENT TAXPAYERS**

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

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 238217408. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

**MINIMUM ORDER LIMITATION**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**CMAS PRICES**

The maximum prices allowed for the products and/or services available are those set forth in the base schedule.

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

**EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**IRAN CERTIFICATION**

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

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

For warranties, see the base schedule and the CMAS Warranty provision in the CMAS Terms and Conditions/General Provisions.

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

**DELIVERY**

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



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

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

**HOW TO USE CMAS**

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

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

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

**CONFLICT OF INTEREST**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

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

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

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

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

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

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

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

State agencies wishing to include multiple CMAS agreements on a single FISCal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency’s purchasing authority dollar threshold granted by DGS PAU.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number “3” and a non-IT CMAS begins with the number “4.” The purchase order limits are different for these CMAS agreements.

### **4. Amendments to State Agency's Purchase Orders**

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

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

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

Amendments unique to Non-IT Services:

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

### **CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a large business enterprise.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting "Find a CMAS Contractor".

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

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**WITHHOLD LANGUAGE (SB588)**

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

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

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

**PRODUCT SUBSTITUTIONS**

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

**ACCEPTANCE TESTING CRITERIA**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per Statewide Information Management Manual Section 195.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor’s organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

**Category 1 - Critical Software:** Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

Cost	Installation	Final Bid Submission
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

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

Cost	Installation	Final Bid Submission
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

**INTEGRATED SERVICES**

Agencies are prohibited from using CMAS for large-scale information technology system integration projects except when specifically approved by the California Department of Technology.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**CONSULTING OR PERSONAL SERVICES**

To ensure sufficient expertise for all consulting or personal services, prior to issuing an order, the agency is required to review the resumes of all personnel the CMAS contractor intends to use to fulfill the order. Each agency is responsible for verifying that contractor personnel meet any education or experience requirements listed in the base schedule.

Each order should contain, as a minimum, a description of the task, a statement of the contractor's responsibilities, completion criteria, a list of deliverable items (if any), the estimated start date, the scheduled completion date, and a fixed cost for each task. A Work Order Authorization may be submitted by the CMAS Contractor to document completion of tasks identified in the SOW; authorizing the CMAS Contract to proceed to the next documented tasks.

The combined fixed cost for all tasks establishes the fixed maximum price for all tasks as described.

**1. Progress Payments**

For an IT service CMAS see the CMAS IT Terms and Conditions, Provision #75, CMAS Progress Payments & Risk Assessment.

**2. Outsourcing Services**

Careful analysis must be given by State agencies to using contracted personnel rather than using civil service positions within State government.

GC 19130(c) requires that all persons who provide services to the State under conditions that constitute an employment relationship shall, unless exempted by Article VII (Section 4) of the California Constitution, be retained under an appropriate civil service appointment.

Issuing a CMAS purchase order for services to an independent contractor is permissible when any of the following conditions set forth in GC 19130(b) can be met:

- Exempt under Constitution
- New State function and legislative authority
- Service not available; highly specialized or technical
- Incidental to the purchase or lease
- Conflict of interest; need unbiased findings
- Emergency appointment
- Private counsel, with Attorney General approval and Governor's Office, if applicable
- Contractor will provide deliverables that are not feasible for the State to provide
- Training when civil service is not available
- Urgent, temporary, or occasional services when civil service delay would frustrate the purpose (see Option 2)



**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**When justified as outlined above, personal services must fall under one of the two following options:**

**Option 1.** CMAS orders for personal services such as project management, independent verification and validation, systems analysis and design, and miscellaneous services are not limited to the number of hours or months per year that a consultant can work if the services contracted for are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the civil service system (GC 19130.b (3)).

**Option 2.** CMAS personal services orders for programmers, systems analysts, and technical specialists which are of an urgent, temporary, or occasional nature, such that hiring additional civil service positions is not feasible, are limited to 9 months (1,548 hours) per consultant within a twelve consecutive month period (GC 19130.b (10)/California State Constitution, Article VII, Section 5).

This provision is per agency and is inclusive of orders issued on your behalf by another agency. Contractors must wait three months from CMAS order termination/expiration before submitting the candidate's resume for work at the same agency/department.

For both options above, the contractor may conduct training courses for which appropriately qualified civil service instructors are not available provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointment (GC 19130.b (9)).

**For each order, the agency must prepare and retain in their file a written justification that includes specific and detailed factual information that demonstrates that the contract meets one or more of the conditions set forth in (GC 19130(b)).**

### **3. State Personnel Board Requirements**

State Personnel Board approval is required for a purchase order based on cost savings to the State as justification for not using civil service personnel.

### **4. Statement of Work**

A Statement of Work (SOW) must be prepared as applicable for each purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**5. Follow-on Contracts Are Prohibited**

No person, firm, or subsidiary thereof who has been awarded a purchase order for consulting services, or a purchase order that includes a consulting component, may be awarded a purchase order for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the purchase order (PCC 10365.5).

Therefore, any consultant who develops a program study or provides formal recommendations is precluded from providing any work recommended in the program study or the formal recommendation.

**CONTRACTOR EVALUATIONS**

Pursuant to PCC 12102.3, a post evaluation must be completed for all IT services \$500,000 and over related to an IT project as defined in the SAM 4819.2. A copy of the post evaluation and subsequent comments from the contractor must be sent to [Form971@state.ca.gov](mailto:Form971@state.ca.gov). A post evaluation and contractor response pursuant to PCC 12102.3 is exempt from the Public Records Act.

Buyers must complete a Post Evaluation for IT Services Contracts (STD 971) for each completed IT services contract totaling \$500,000 or more AND related to an IT project (both delegated and non-delegated IT projects as defined by the State Administrative Manual).

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete PCC 10298 language at the California Legislative Information website.

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS**

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies, and guidelines are applicable. The use of CMAS does not relieve state agencies of their responsibility to meet statewide requirements regarding contracting or the procurement of goods or services. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements; however, there is no guarantee that every requirement that pertains to all State processes has been included.

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

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

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

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

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

**4. Contractor Invoices**

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**5. Advance Payments**

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

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

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

**6. Credit Card**

The CMAS contractor does not accept the State of California credit card (VISA CAL-Card).

**7. Leasing/Financing**

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

**8. Leasing**

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMart and/or Lease SMart). If payment is via the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMart Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**OBTAINING COPY OF CMAS**

A copy of this CMAS can be obtained at Cal eProcure. Links to the CMAS terms and conditions and base schedule are available on the front page of this CMAS agreement.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline verification that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific location in the base schedule that include the required products, services, and prices. Once verified, agencies should save the information for their file documentation.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
KAHUA, INC.  
CMAS NUMBER 3-22-02-1027, SUPPLEMENT NUMBER 1**

**FEDERAL DEBARMENT**

When federal funds are expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

Travel costs are not included in the contractor's awarded hourly rates. If an agency purchase order allows for travel costs, reimbursement for contractor's personnel for travel, per diem, lodging, meals, and incidentals shall not exceed State rates current at the time of purchase as defined in the California Department of Human Resources Rules 599.615 to 599.635. Travel costs allowed by the agency shall be itemized separately on the purchase order.

**AMERICANS WITH DISABILITY ACT**

To view the DGS Accessibility Policy, please visit the DGS website.

**Memorandum:**

**Date:** Jan 14, 2025

**To:** Kyle Brower

**CC:** Preston Thomas, Kenya Chatman, David Colbert, Mark Newton, Ty Taylor, Juanita Hunter, Myra Segovia, Colland Jang, Shonda Scott, Shonnell Frost-Gibbs, Blake Brown

**From:** Tiffany Knuckles

**Subject:** LBU Recommendation Notice - Districtwide - Project 00918 - Kahua

-----

Greetings Mr. Brower,

Please see the LBU Recommendation for the following:

**Project:** 00918 | **Project Site:** Districtwide

**Project Name:** Construction Program and Project Management Software

**Company:** Kahua

The services listed above are being procured through a CMAS agreement, thereby foregoing the traditional RFP procurement process. A California Multiple Award Schedule (CMAS) contract is a statewide agreement that allows state and local government agencies to purchase products and services from a pool of suppliers maintained by the California Department of General Services (DGS). CMAS contracts are managed by DGS and offer a wide variety of commodity, non-IT Services, and information technology products and services at prices which have been assessed to be fair, reasonable and competitive.

Based on the District's decision to utilize a CMAS agreement to procure services, it is recommended to waive the LBU requirements for the above referenced project.

**LBU Recommendation:**

Full LBU Waiver -

If you have any questions, please feel free to contact our team at any time.

Sincerely,

Tiffany Knuckles



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>		<b>CONTACT NAME:</b> Trish Sanders	
T. Hudson Risk Advisors, LLC		<b>PHONE (A/C, No, Ext):</b> (770) 727-7200	<b>FAX (A/C, No):</b> (770) 509-1770
6525 The Corners Parkway		<b>E-MAIL ADDRESS:</b> Trish@thudsonins.com	
Suite 214		<b>INSURER(S) AFFORDING COVERAGE</b>	
Peachtree Corners GA 30092		<b>INSURER A:</b> ACE Fire Underwriters Insurance Company	<b>NAIC #</b> 20702C
<b>INSURED</b>		<b>INSURER B:</b> Bankers Standard Insurance Company	18279C
Kahua, Inc.		<b>INSURER C:</b> Coalition/North American Capacity	25038
10000 Avalon Blvd Ste 400 Ste		<b>INSURER D:</b>	
Suite 600		<b>INSURER E:</b>	
Alpharetta GA 30009-2529		<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 24-25


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			D98296293	10/05/2024	10/05/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Fire Damage \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			D98296293	10/05/2024	10/05/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			D98296311	10/05/2024	10/05/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 \$ PER STATUTE OTH-ER
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N <input checked="" type="checkbox"/> N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Commercial Cyber and Privacy Liability			C-4MA1-255533-CYBER-2023	11/09/2023	11/09/2024	Cyber Limit \$5,000,000 Tech E&O Limit \$5,000,000 Retention \$25,000 (Each)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Kahua Inc 10000 Avalon Blvd. Suite 600 Alpharetta GA 30009	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.



## DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM

### Project Information

<b>Project Name</b>	Construction Program and Project Management Software	<b>Site</b>	918
---------------------	--	-------------	-----

### Basic Directions

<b>Services cannot be provided until the contract is awarded by the Board <u>or</u> is entered by the Superintendent pursuant to authority delegated by the Board.</b>	
<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider

### Contractor Information

<b>Contractor Name</b>	Kahua, Inc.	<b>Agency's Contact</b>	Brendan Spence				
<b>OUSD Vendor ID #</b>		<b>Title</b>	Project Manager				
<b>Street Address</b>	10000 Avalon Blvd., Suite 600	<b>City</b>	Alpharetta	<b>State</b>	GA	<b>Zip</b>	30009
<b>Telephone</b>	770-641-9994	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>							

### Term of Original/Amended Contract

<b>Date Work Will Begin (i.e., effective date of contract)</b>	02-01-2025	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	01-31-2028
		<b>New Date of Contract End (If Any)</b>	

### Compensation/Revised Compensation

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$	<b>If New Contract, Total Contract Price (Not To Exceed)</b>	\$509,018.12
<b>Pay Rate Per Hour (If Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

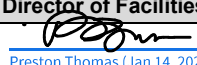
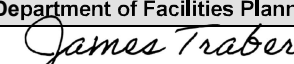
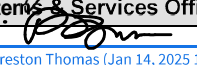
### Budget Information

*If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.*

Resource #	Funding Source	Org Key	Object Code	Amount
9657/0000	Fund 21 Measure Y	210-9657-0-0000-8500-6289-918-9180-9906-9999-99999	6289	\$509,018.12

### Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

<b>1.</b>	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Executive Director of Facilities</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Jan 14, 2025		
<b>2.</b>	<b>Counsel, Department of Facilities Planning and Management</b>				
	<b>Signature</b> 	<b>Date Approved</b>	1/13/2025		
<b>3.</b>	<b>Chief Systems &amp; Services Officer</b>				
	<b>Signature</b> 	<b>Date Approved</b>	Jan 14, 2025		
<b>4.</b>	<b>Chief Financial Officer</b>				
	<b>Signature</b>	<b>Date Approved</b>			
<b>5.</b>	<b>President, Board of Education</b>				
	<b>Signature</b>	<b>Date Approved</b>			