

# CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

**Tuesday, June 6, 2023**

6:00 p.m.  
City Hall Council Chambers  
6550 Miles Avenue, Huntington Park, CA 90255

**Eduardo “Eddie” Martinez**  
Mayor

**Marilyn Sanabria**  
Vice Mayor

**Karina Macias**  
Council Member



**Graciela Ortiz**  
Council Member

**Arturo Flores**  
Council Member

All agenda items and reports are available for review in the City Clerk's Office and [www.hpca.gov](http://www.hpca.gov). Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

**PLEASE SILENCE ALL CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.**

**PLEASE NOTE--**The numerical order of items on this agenda is for convenience of reference.

Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

### **PUBLIC COMMENT**

For both open and closed session, each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

### **ADDITIONS/DELETIONS TO AGENDA**

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

### **IMPORTANT NOTICE**

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at [www.hpca.gov](http://www.hpca.gov). NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

## **CALL TO ORDER**

## **ROLL CALL**

Mayor Eduardo "Eddie" Martinez  
Vice Mayor Marilyn Sanabria  
Council Member Arturo Flores  
Council Member Karina Macias  
Council Member Graciela Ortiz

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PRESENTATION(S)**

1. PRESENTATION OF BADGE AND SWEARING IN OF NEW POLICE OFFICERS
2. RECOGNITION OF LOCAL EDUCATORS & VOLUNTEERS
3. RECOGNITION OF ASPIRE PACIFIC EDUCATOR OF THE YEAR
4. PROCLAMATION OF PRIDE MONTH
5. RECOGNITION OF AUTISM EVENT VOLUNTEERS
6. SOUTHEAST COMMUNITY FOUNDATION TUTORING PROGRAM UPDATE
7. RECOGNITION OF STATE OF THE CITY PARTICIPANTS
8. RECOGNITION OF ASPIRE TITAN INSTRUCTIONAL AIDE FOR ACT OF HEROISM

## **PUBLIC COMMENT**

*Pursuant to Government Code Section 54954.3(a) Members of the public will have an opportunity to address the City Council on items listed on this agenda. For items on this agenda each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another.*

## **STAFF RESPONSE**

### RECESS TO CLOSED SESSION

## **CLOSED SESSION**

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Construction Industry Force Account Council v. City of Huntington Park  
Los Angeles Superior Court Case No. 20STCPO3947
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION: Pursuant to Cal. Gov. Code Sec. 54956.9(d)(1): Case No. 23STCP00845, A. Lowe, Jr. v. City of Huntington Park, Writ of Mandate related to Public Records Act Demand (one matter).
3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPTED LITIGATION  
Pursuant to Cal. Gov. Code Sec. 54956.9(d)(2)

**CLOSED SESSION ANNOUNCEMENT**

**CONSENT CALENDAR**

All matters listed under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

**CITY CLERK**

**1. CITY COUNCIL MEETING MINUTES**

RECOMMENDED THAT CITY COUNCIL:

Approve Minute(s) of the following City Council Meeting(s):

1. Regular City Council Meeting held May 16, 2023

**FINANCE**

**2. CHECK REGISTERS**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated June 6, 2023;

**END OF CONSENT CALENDAR**

**REGULAR AGENDA**

**PUBLIC WORKS**

**3. CONSIDERATION AND APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY**

RECOMMENDED THAT CITY COUNCIL:

1. Award a Professional Services Agreement (Attachment 1) for the inventorying and reporting of lead and copper services as required by the United States Environmental Protection Agency to TruePani, Inc. for a not-to-exceed amount of \$69,225 payable from Account No. 681-8030-461.56-41; and
2. Authorize the City Manager to execute the professional services agreement.

**4. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS ENHANCEMENTS AS PART OF CIP 2022-09 CHESLEY PARK**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-09 Chesley Park.

**5. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE TWO UTILITY SERVICE TRUCKS**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) to purchase two utility trucks.

**6. CONSIDERATION AND ACCEPTANCE OF AMENDMENT NO. 1 TO THE PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE GRANT AGREEMENT NO. SWRCB0000000000D2012542**

RECOMMENDED THAT CITY COUNCIL:

1. Accept an additional amount of \$331,057 in Proposition 68 Groundwater funds from the California State Water Resources Control Board for the operation and maintenance of Well No. 15; and
2. Authorize the City Manager to execute Amendment No. 1 of Proposition 68 Groundwater Annual Operation and Maintenance Grant Agreement No. SWRCB0000000000D2012542.

**COMMUNITY DEVELOPMENT**

**7. CONSIDERATION AND APPROVAL FOR AWARD OF CONTRACT TO LAN WAN ENTERPRISE - CITYWIDE Wi-Fi PROJECT**

RECOMMENDED THAT CITY COUNCIL:

1. Award a contract to LAN WAN Enterprise in a not to exceed amount of \$2,599,665.34 utilizing CMAS; and
2. Authorize ongoing monthly maintenance and administration costs in the amount of \$12,000.00 utilizing CMAS to LAN WAN Enterprise; and
3. Authorize and appropriate \$2,743,665.34 of ARPA funds to account No. 787-8915-499.56-41

4. Authorize the City Manager to execute all documents associated with the project.

**DEPARTMENTAL REPORTS**

**WRITTEN COMMUNICATIONS**

**COUNCIL COMMUNICATIONS**

**Council Member Graciela Ortiz**

**Council Member Karina Macias**

**Council Member Arturo Flores**

**Vice Mayor Marilyn Sanabria**

**Mayor Eduardo “Eddie” Martinez**

**ADJOURNMENT**

The City of Huntington Park City Council will adjourn to a Regular Meeting on Tuesday, June 20, 2023 at 6:00 P.M.

I, Eduardo Sarmiento, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at [www.hPCA.gov](http://www.hPCA.gov) not less than 72 hours prior to the meeting. Dated this 3<sup>rd</sup> day of June 2023.

  
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Eduardo Sarmiento, City Clerk

ITEM 1

## MINUTES

Meeting of the  
City of Huntington Park City Council  
Tuesday, May 16, 2023

The City Council hybrid virtual/in-person meetings are held pursuant to AB361 because state and local officials are recommending measures to promote social distancing conducted this meeting in accordance with

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:13 p.m. on Tuesday, May 16, 2023, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Eduardo "Eddie" Martinez presiding.

**PRESENT:** Councilmember(s): Graciela Ortiz, Karina Macias, Arturo Flores, Vice Mayor Marilyn Sanabria and Mayor Eduardo "Eddie" Martinez.

**ABSENT:** None

**CITY OFFICIALS/STAFF:** City Manager Ricardo Reyes; Cesar Roldan Director of Public Works; Raul Alvarez Assistant City Manager; Eduardo Sarmiento, City Clerk; Cosme Lozano Police Chief; Steve Foster Director of Community Development; Sergio Infanzon Director of Communications; Araceli Almazan City Attorney, Cynthia Norzagaray Director of Parks & Recreation.

### **INVOCATION**

Mayor Martinez led the invocation.

### **PLEDGE OF ALLEGIANCE**

Vice Mayor Sanabria led the Pledge of Allegiance.

### **PRESENTATION(S)**

1. RECOGNIZING AMARE MAGAZINE IN HONOR OF MENTAL HEALTH AWARENESS MONTH
2. RECOGNITION OF HUNTINGTON PARK EDUCATORS OF THE YEAR
3. RECOGNITION OF LOCAL SCHOOL VALEDICTORIANS AND SALUTATORIANS

Mayor Martinez called for a brief recess to join the reception for the educators of the year and local valedictorians and salutatorians at 7:02pm. Mayor Martinez reconvened the City Council meeting at 7:25pm.

### **PUBLIC COMMENTS**

The following members of the public provided public comment:

1. Yessenia Soria
2. Joe Nino
3. Jose Rodriguez

## **STAFF RESPONSE**

Community Development Director Steve Forster responded to the first public comment regarding property with vegetation issues. Director Forster stated that it is an active code enforcement case and staff are actively communicating with the property owner to address the concerns and come into compliance. Director Forster then addressed the public comment from Mr. Nino. He stated that the department has had no less than twenty different conversations and emails dating back to March 23, 2022, regarding this matter. This is an ongoing civil case between Mr. Nino and his tenants. He added that staff has provided the tools to Mr. Nino regarding the eviction process including getting engineers statements to present as evidence to the court for the purpose of the eviction. It is not for the city to red tag based on uninhabitable structure. Mr. Forster elaborated further and shared a structure being uninhabitable means you simply cannot live inside that structure versus the structure needs to be condemned, hence why the city does not red tag. He then reiterated that these are private property issues, and the staff has given Mr. Nino multiple points to move forward with. But this code enforcement case came at the request of a neighbor because of the condition of the property.

City Manager Ricardo Reyes addressed the third public comment from Mr. Rodriguez and explained that the city does have a process through the traffic authority that allows for residents and members of the community to request disabled parking accommodations. He then stated that staff would follow up with the resident to assist in the process, being that certain criteria is required to qualify for this kind of accommodation. He closed by advising the council that there was a supplemental request for proposal document provided to the Council and made available to the public for item number eight (8) on the agenda.

Vice Mayor Sanabria shared that a Parking Permit Measure was placed on the ballot at the last election cycle, but it did not pass. She added that staff will continue to collaborate with the community to assist with their concerns. She requested the public commenter to please collaborate with staff to get additional help.

## **CLOSED SESSION**

City Attorney Araceli Almazan stated that it is appropriate to recess to closed session. Mayor Martinez recessed into closed session at 7:37 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION  
Government Code Section 54956.9(d)(1)  
Construction Industry Force Account Council v. City of Huntington Park  
Los Angeles Superior Court Case No. 20STCPO3947

Mayor Martinez reconvened the Council meeting from Closed Session at 8:00 p.m.

## **CLOSED SESSION ANNOUNCEMENT**

City Attorney Almazan reported that the record should reflect that with five (5) Councilmembers present, the one item on the closed session agenda was discussed. Regarding items one (1) the Council was briefed but no final action was taken. This concluded the closed session report.

## **CONSENT CALENDAR**

Following the Closed Session portion of the agenda Councilmembers Ortiz and Flores were not present for the Consent Calendar vote.

### **CITY CLERK**

**MOTION:** Councilmember Macias moved to approve the consent calendar, seconded by Vice Mayor Sanabria. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**NOT PRESENT:** Councilmember(s) Ortiz and Flores

### **1. CITY COUNCIL MEETING MINTUES**

Approve Minute(s) of the following City Council Meeting(s):

1. Regular City Council Meeting held May 2, 2023

### **FINANCE**

### **2. WARRANT REGISTER**

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated May 16, 2023;

## **END OF CONSENT CALENDAR**

## **REGULAR AGENDA**

Prior to the start of item three (3) on the regular agenda Councilmember Flores returned to the dais.

### **POLICE DEPARTMENT**

### **3. CONSIDERATION TO ACCEPT FISCAL YEAR 2022 BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) GRANT FUNDS IN THE AMOUNT OF \$37,210.38 FOR OFFICER WELLNESS AND MENTAL HEALTH PROGRAMS AND SERVICES**

RECOMMENDED THAT CITY COUNCIL:

**MOTION:** Vice Mayor Sanabria moved to authorize the receipt of 2022 Board of State and Community Corrections (BSCC) grant funds in the amount of \$37,210.38 for Officer Wellness and Mental Health programs and services; and approve a budget appropriation in the amount of \$37,210.38 to the respective revenue account

and authorize an expenditure account for tracking of these grant funds as detailed in the fiscal impact section of this report; and authorize the use of these grant funds to replace and enhance fitness equipment in the police department gym; and authorize the Chief of Police to purchase the fitness equipment, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**NOT PRESENT:** Council Member Ortiz

## **COMMUNITY DEVELOPMENT**

### **4. BUDGET APPROPRIATION FOR FISCAL YEAR 2022/23 - SALT LAKE PARK AQUATIC CENTER**

**MOTION:** Vice Mayor Sanabria moved to authorize a Budget Appropriation in the amount of \$2.5 million for Fiscal Year 2022/23 from the City's General Fund for services related to the Salt Lake Park Aquatic Center to account number 787-8910-499.56-41; and authorize the City Manager to execute all contracts and documents related to the Salt Lake Park Aquatic Center, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**NOT PRESENT:** Councilmember Ortiz

### **5. STATUS REPORT FOR THE RITA PARKING STRUCTURE**

Prior to item five (5) councilmember Ortiz returned to the dais.

**MOTION:** Councilmember Ortiz moved to receive and file the Rita Parking Structure Report, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

### **6. CONSIDERATION AND APPROVAL OF FIREWORKS SALES PERMIT APPLICATIONS SUBMITTED BY LOCAL NON-PROFIT ORGANIZATIONS IN THE CITY OF HUNTINGTON PARK**

**MOTION:** Councilmember Flores moved to approve the Fireworks Sales Permit Applications submitted by local non-profit organizations in the City of Huntington Park; and authorize the Community Development Department to process the

applications and conduct the final inspections of the stands, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

## 7. STATE OF PACIFIC BOULEVARD REPORT

**MOTION:** Vice Mayor Sanabria moved to receive and file the subject report and presentation, seconded by Councilmember Ortiz. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor and Mayor Martinez

**NOES:** None

## 8. AUTHORIZATION FOR A REQUEST FOR PROPOSAL (RFP) PROCESS FOR SERVICES RELATED TO STREET LIGHT(S) AND Wi-Fi DEMONSTRATION PROJECT.

**MOTION:** Councilmember Ortiz moved to authorize a request for proposal (RFP) process for services related to Street Light(s) and Wi-Fi Demonstration Project, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

## PUBLIC WORKS

Prior to item nine (9) Councilmember Ortiz stepped away from the dais.

## 9. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF CIP 2022-13 CITY HALL & POLICE DEPARTMENT ROOF REPAIRS AND REPLACEMENT

**MOTION:** Vice Mayor Sanabria moved to award the preparation of plans, specifications, and estimate of CIP 2022-13 City Hall & Police Department Roof Repairs and Replacement to JT Construction Group, Inc. for a not-to-exceed amount of \$32,900 payable from Account No. 111-8023-451.61.20; and authorize the City Manager to execute the professional services agreement, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**NOT PRESENT:** Council Member Ortiz

**10. CONSIDERATION AND APPROVAL TO AWARD A PROPOSAL TO A QUALIFIED SUPPLIER TO PURCHASE A FORKLIFT**

Prior to item ten (10) Councilmember Ortiz returned to the dais.

**MOTION:** Vice Mayor Sanabria moved to award the proposal to Southwest Toyota Lift, A Division of Southwest Material Handling, Inc. as the lowest responsive, responsible proposer for a not to exceed fee of \$44,000 payable from Account No. 111-8023-451.56-41; and authorize the City Manager to execute the proposal, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**11. CONSIDERATION AND APPROVAL TO AWARD A PROPOSAL TO A QUALIFIED SUPPLIER TO PURCHASE TWO COMMERCIAL GRADE SIT-DOWN RIDER FLOOR SCRUBBERS**

**MOTION:** Vice Mayor Sanabria moved to award the proposal to Aviate Enterprises, Inc. as the most responsive proposer to purchase two commercial grade sit-down rider floor scrubbers for a not to exceed fee of \$226,835; and payable from Account No. 111-8022-419.56-41 (\$190,000) and Account No. 111-8023-451.56-41 (\$36,835); and authorize the purchasing of the trailer from Aviate Enterprises, Inc. to transport the scrubbers for a not to exceed amount of \$32,000 payable from Account No. 111-8023-451.56-41; and authorize the City Manager to execute all associated proposals, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**12. CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE OF CIP 2022-12 WATER QUALITY GREEN STREETS PROJECT ON SALT LAKE AVENUE BETWEEN WALNUT STREET AND SANTA ANA STREET**

Prior to item twelve (12) Council Members Ortiz and Macias stepped away from the dais.

**MOTION:** Councilmember Flores moved to award the preparation of Plans, Specifications, and Estimate of CIP 2022-12 Water Quality Green Streets Project on Salt Lake Avenue between Walnut Street and Santa Ana Street to Infrastructure Engineers for a not-to-exceed amount of \$176,834; and allocate \$176,834 into

Account No. 111-8031-433.76.17 from Account No. 111-0000-333.30-00 (City received FY 2022-2023 Measure W allotment in the amount of \$433,496.74 on 12/28/2022); and authorize the City Manager to execute the professional services agreement, seconded by Mayor Martinez. Motion carried by unanimous consent.

**AYES:** Council Member(s): Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**NOT PRESENT:** Council Member(s) Ortiz and Macias

**13. CONSIDERATION AND APPROVAL TO EXECUTE AMENDMENT NO. 1 TO MEASURE R FUNDING AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY AS PART OF FUNDING FOR CIP 2019-02 SLAUSON AVENUE CONGESTION RELIEF IMPROVEMENTS PROJECT, LACMTA PROJECT ID# MEASURE R MR306.53 AND FTIP LA0G1669**

Prior to item thirteen (13) Council Members Ortiz and Macias returned to the dais.

**MOTION:** Councilmember Ortiz moved to accept Amendment No. 1 to Measure R funding agreement between the City and the Los Angeles County Metropolitan Transportation Authority; and authorize the Director of Finance to increase budgeted revenues and expenditures in the total sum of \$4,900,000 to account number 111-8010-431.76-06 for the construction of CIP 2019-02 Slauson Avenue Congestion Relief Improvements Project, LACMTA Project ID# Measure R MR306.53, and FTIP LA0G1669; and Authorize the City Manager to sign Amendment No. 1., seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**14. CONSIDERATION AND APPROVAL TO AWARD THE PROPOSALS TO FABRICATE AND PURCHASE THE HOME OF THE BRAVE STATUE AND TWO PEDESTALS TO BE PLACED AT VETERANS PARK**

Prior to a vote on item fourteen (14) City Manager Ricardo Reyes asked Council to approve amending recommendation two (2) of the staff report for this item. He asked the Council to amend the account number from 111-8010-415.56-41 to account number 232-6010-419.56-41 which is the Art in Public Places fund in the amount of 17,474.00.

**MOTION:** Councilmember Ortiz moved to approve, with the suggested amendment by City Manager Ricardo Reyes, to award the proposal to fabricate and ship the Home of the Brave statue to Art of Bronze for a not-to-exceed fee of \$5,816.85 payable from Account 111-8010-415.56-41; and authorize staff to coordinate with Bravo Sign & Design to fabricate two 5 ½ -foot high pedestals to place the Fallen Soldier Battle Cross and Home of the Brave statues for a not-to-exceed fee of \$17,474 payable from Account 232-6010-419.56-41; and authorize the City Manager

to execute the proposals, seconded by Councilmember Macias. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, Vice Mayor Sanabria and Mayor Martinez

**NOES:** None

**PUBLIC HEARING(S)**

**15. ADOPTION OF A RESOLUTION OVERTURNING THE PLANNING COMMISSION'S DETERMINATION TO DENY PLANNING COMMISSION CASE NO. 2021-04 CUP, A REQUEST TO ALLOW THE USE OF A COMMERCIAL KITCHEN IN A PORTION OF AN EXISTING BUILDING LOCATED AT 3355 EAST GAGE AVENUE, WITHIN THE MANUFACTURING PLANNED DEVELOPMENT (MPD) ZONE.**

Mayor Martinez opened the public hearing at 8:49pm. Cesar Motts provided public comment. No additional public comments were given and Mayor Martinez proceeded to closed the public hearing at 8:53pm.

**MOTION:** Councilmember Ortiz moved to adopt a resolution overturning the Planning Commission's determination to deny Planning Commission Case No. 2021-04 CUP, to allow the use of a commercial building kitchen in a portion of an existing building located at 3355 East Gage Avenue, within the Manufacturing Planning Development (MPD) zone; and provide a one year time limit to address other concerns at which time the CUP will be brought back before the Planning Commission to confirm compliance, seconded by Councilmember Flores. Motion carried by unanimous consent.

**AYES:** Council Member(s): Ortiz, Macias, Flores, and Mayor Martinez

**NOES:** Vice Mayor Sanabria

**END OF PUBLIC HEARING(S)**

**DEPARTMENTAL REPORTS**

Chief of Police Cosme Lozano shared information regarding the next meet your police event on Thursday June 15, 2023 at 6:00pm at Raul Perez Park. He encouraged members of the community to participate.

Director of Parks and Recreation Cynthia Norzagaray announced that the graduation stage will be up in front of City Hall and available until June 25, 2023. She also announced the city will be hosting a blood drive at Salt Lake Park Gym from 10:00am to 4:00pm on June 13, 2023.

Director of Public works Cesar Roldan recognized that next week is national public works week and thanked all his staff for their hard work.

Director of Community Development Steve Forster shared his pride in the City Council

during the state of the city address and all of the accomplishments mentioned by Mayor Martinez during his address.

Director of Communications Sergio Infanzon announced upcoming events and encouraged the entire community to visit the city's website for additional information.

### **WRITTEN COMMUNICATIONS**

None

### **COUNCIL COMMUNICATIONS**

Councilmember Ortiz congratulated Mayor Martinez for an amazing state of the city and thanked staff for all their hard work to execute the event. She closed by sharing her excitement with the positive feedback from the community regarding all the changes being noticed in the community and expressed that today's Council meeting was great.

Councilmember Macias congratulated Mayor Martinez for a wonderful state of the city speech and overview of the great work being done in the city. She added that the staff does a great job and emphasized that Huntington Park is their home as well and thanked staff again for all their hard work.

Councilmember Flores echoed his fellow Councilmembers in congratulating Mayor Martinez on a great state of the city address. He then reminded everyone about the upcoming Memorial Day event on Monday May 29, 2023 at the Salt Lake Park Community Center from 11:30am to 3:00pm.

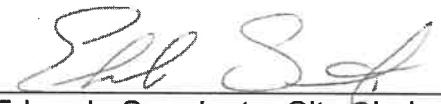
Vice Mayor Sanabria echoed her colleagues in congratulating Mayor Martinez on a great state of the city address. She added that Mayor Martinez's father would be proud of him. She then directed staff to take resource flyers to the senior facilities around the city.

Mayor Martinez began by thanking staff for always keeping everyone safe. He then thanked his Council colleagues for all their support for the state of the city event. He thanked the City Manager for all his hard work and leadership with directors and staff.

### **ADJOURNMENT**

Mayor Martinez adjourned in memory of Julian Salcedo Jr. at 9:15 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday June 6, 2023 at 6:00 pm

Respectfully submitted



Eduardo Sarmiento, City Clerk

ITEM 2

### List of Funds - City of Huntington Park

FUND	DESCRIPTION	FUND	DESCRIPTION
111	General Fund	230	Homeland Security Fund
112	Waste Collection/Disposal	231	Parking System Fund
114	Spec Events Contributions	232	Art in Public Places Fund
115	General Fund Reserve	233	Bullet Proof Vest Grant
116	Retirement Fund	234	Congressional Earmark
120	Special Revenue DNA ID	235	Federal Street Improvmt
121	Special Revnu Welfare Inm	236	HUD Economic Empowerment
122	Prevention Intervention	237	Community Planning
123	Board of Corrections LEAD	238	Air Pollution Grant
124	Auto Theft Prevention	239	Federal CDBG Fund
150	Emergency Preparedness	240	HUD EZ/EC Soc Sec Block
151	Economic Development	241	CalHome
152	Greenway Linear Park Proj	242	HUD Home Program
200	LACTMA TOD	243	HUD 108 B03MC060566
201	Environmental Justice	244	HUD EDI Grant
202	CFP Crosswalks	245	EPA Brownfield
203	ATP Randolph Rail-Trail	246	LBPHCP-Lead Base
204	SR2S Middleton Safe Route	247	Neighborhood Stabilzation
205	CFP Pacific Blvd	248	Homelessness Prevention
206	CFP I Park Pay Station	249	DEPT OF TOXIC SUBSTANCES
207	CFP Signal Synchronizatio	250	DTSC Grant
208	CMAQ Metro Rapid	251	Land & Water Conservation
209	CFP City Street Resurfac	252	ABC
210	Measure M	253	DEBT SERVICE FUND
211	Road Maint & Rehab SB1	257	CDC Merged Project Fund
212	P & R Grants	258	CDC Merged Debt Service
213	Park Facilities	259	CDC Low/Mod Income Housin
214	Recreation Field Charter	262	CDC Neighbor Preservn Cap
215	Trees for A Better Enviro	263	CDC Neighbor Presrvn Debt
216	Employees Retirement Fund	264	CDC Nghbr Prsrvn Low/Mod
217	OPEB	267	CDC Sta Fe Redev Project
218	PARS	268	CDC Sta Fe Debt Service
219	Sales Tax-Transit Fund A	269	CDC Sta Fe Low/Mod Income
220	Sales Tax-Transit C	270	Successor Agency Merge
221	State Gasoline Tax Fund	271	Successor Agency Merg Prj
222	Measure R	272	Successor Agency Low Mod
223	Local Origin Program Fund	273	Successor Agency NHP
224	Office of Traffc & Safety	274	Successor Agency NHP Prj
225	Cal Cops Fund	275	Successor Agency
226	Air Quality Improv Trust	276	SUCCESSOR AGENCY-GF
227	Offc of Criminal Justice	283	Sewer Maintenance Fund
228	State Dept. of Justice	285	Solid Waste Mgmt Fund
229	Police Forfeiture Fund	286	Illegal Disposal Abatemnt

<b>FUND</b>	<b>DESCRIPTION</b>
287	Solid Waste Recycle Grant
288	COMPBC
293	PUBLIC FIN. AUTHOR.L/T DT
299	CDC Special Revenue Fund
322	STIP Transportation Fund
334	Ped/Bike Path Fund
335	Energy Efficient Grant
345	Rails To Trails Randolph
346	Bike Lane State Street
347	SRTS Middleton Elementary
348	Pacific Blvd Ped Improve
349	Capital Improvement Fund
475	HP PUBLIC FINANCE AUTHOR
533	Business Improv Dist Fund
535	Strt Lght & Lndscp Assess
681	Water Department Fund
741	Fleet Maintenance
742	Information Technology
745	Self Insurance
746	Employee Benefit Fund
748	Veh & Equip Replacement
779	Deferred Comp. Trust Fund
787	Citywide CIP
800	Pooled Cash
801	Pooled Cash Fund
802	Pooled Interest
993	Public Fin Authority LTD
994	General Fixed Assets Acct
995	General LTD Account Grp
996	General Long Term Debt
997	CDC Gnrl LTD Account Grp
998	Reserve Template Fund
999	Pooled Cash/Template

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
AAA ELECTRICAL SUPPLY INC	315721-00	535-8090-452.61-20	SUPPLIES FOR FREEDOM PARK	4,931.92 <b>\$4,931.92</b>
ACCESS AUTO GLASS LLC	1147	741-8060-431.43-20	WINDSHIELD FOR POLICE UNIT	75.00 <b>\$75.00</b>
ADAMSON POLICE PRODUCTS	INV396022	111-7010-421.74-10	SAFETY EQUIPMENT FOR TRAINING	4,789.08 <b>\$4,789.08</b>
ADAPT CONSULTING, INC.	23535B	287-8057-432.61-20	USED OIL GRANT FUNDED	1,575.68 <b>\$1,575.68</b>
ADLERHORST INTERNATIONAL LLC	110034	111-7010-421.61-20	K-9 RELATED EXPENSES	43.10
	110036	111-7010-421.61-20	K-9 RELATED EXPENSES	161.63
				<b>\$204.73</b>
ADVANCE AUTO PARTS PROFESSIONAL	8799302052611	741-8060-431.43-20	CAR PARTS FOR PW UNITS	186.76
	8799303233336	741-8060-431.43-20	CAR PARTS FOR PW UNITS	203.01
	8799304153020	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	307.95
	8799304753139	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	116.79
	8799307661204	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	-197.50
	8799308134397	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	377.50
	8799310754328	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	87.67
	8799310854357	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	-87.67
	8799313555124	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	136.24
				<b>\$1,130.75</b>
ALADDIN LOCK & KEY SERVICE	33078	741-8060-431.43-20	KEYS FOR POLICE UNIT	10.00
	33169	741-8060-431.43-20	KEYS FOR POLICE UNIT	5.00
	33170	741-8060-431.43-20	KEYS FOR POLICE UNIT	15.00
	33175	741-8060-431.43-20	KEYS FOR POLICE UNIT	9.03
	33176	741-8060-431.43-20	KEYS FOR POLICE UNIT	489.47
	33181	741-8060-431.43-20	KEYS FOR POLICE UNIT	427.05
	33190	741-8060-431.43-20	KEYS FOR PUBLIC WORKS	63.33
	33191	741-8060-431.43-20	KEYS FOR PUBLIC WORKS	16.39
				<b>\$1,035.27</b>
ALAN'S LAWN AND GARDEN CENTER, INC.	1154744	741-8060-431.43-20	PARTS FOR LEAF BLOWERS	124.47
	1158496	741-8060-431.43-20	PARTS FOR LEAF BLOWERS	50.68
				<b>\$175.15</b>
ALL CITY MANAGEMENT SERVICES, INC	85317	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	11,409.70
	85665	111-7022-421.56-41	SCHOOL CROSSING GUARD SVC	12,608.24
				<b>\$24,017.94</b>
ALVAREZ-GLASMAN & COLVIN	202210111220230	745-9031-413.52-30	SETTLEMENT PAYMENT	5,325.30
	202210112023022	745-9031-413.52-30	SETTLEMENT PAYMENT	896.60
	202211122023010	745-9031-413.52-30	SETTLEMENT PAYMENT	10,426.50
				<b>\$16,648.40</b>
AMAZON.COM SERVICES, INC.	16QN-PLRQ-3PG6	111-3010-415.61-20	BUS. GRADE MONEY COUNTER	308.69
	1VXD-7MGK-RNT3	111-6020-451.61-35	GRAD 23 DISPLAY SUPPLIES	527.80
				<b>\$836.49</b>
AMERICAN EXPRESS	66812251	111-6020-451.61-35	5K SUPPLIES	550.80
	P5798494373	111-6020-451.61-35	5K AD ON FACEBOOK	58.72

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AMERICAN EXPRESS	C1244124819	111-6020-451.61-35	5K SUPPLIES	17.18
	72349950	111-6020-451.61-35	5K SUPPLIES	187.31
	21105173080	111-6020-451.61-35	5K SUPPLIES	743.84
	73011003080	111-6020-451.61-35	5K SUPPLIES	979.62
	73011003080	111-6020-451.61-35	5K SUPPLIES	156.00
	54001080954	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	264.56
	081IARKFVFAHMMQ	219-8085-431.57-70	AFTERSCHOOL SUPPLIES	1,521.45
	75313 800-445-6	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	770.65
	P5696005123	111-6020-451.61-35	FACEBOOK AD	75.00
	1.01183E+11	239-6060-490.61-60	AFTERSCHOOL SUPPLIES	420.00
	85347033061	111-7010-421.61-20	POLICE ACADEMY UNIFORMS	245.76
	1.01162E+11	111-7010-421.59-30	PSA TRAINING CONTRABAND	150.00
	8014137200	111-7010-421.59-30	HOLDING CELLS COURSE	81.20
	765427	111-7010-421.59-20	POLICE MGMT COURSE	548.96
	217	111-7010-421.59-20	SWAT TEAM LEADER COURSE	779.35
	307	111-7010-421.59-20	SWAT TEAM LEADER COURSE	779.35
	326925657	111-7010-421.61-20	ADOBE SOFTWARE SUBSCRIPTION	19.99
	O*23-09782-294	111-7010-421.61-20	CAMERA FOR INVESTIGATION	83.14
	94300316	111-7010-421.59-15	K9 CONFERENCE TRAINING	156.46
	94600071	111-7010-421.59-15	K9 CONFERENCE TRAINING	156.46
	327576365	111-7010-421.61-20	ADOBE SOFTWARE SUBSCRIPTION	19.99
	55194047	111-7010-421.59-20	ACADEMY EVOC COURSE	1,274.64
	9094770156	111-7010-421.59-20	TACTICAL RIFLE INSTRUCTOR	550.00
	3152023	111-7010-421.59-15	CAPE MEMBERSHIP RENEWAL	50.00
	3152023	111-7010-421.59-15	CAPE MEMBERSHIP RENEWAL	50.00
	3152023	111-7010-421.59-15	CAPE TRAINING SEMINAR	350.00
	3152023	111-7010-421.59-15	CAPE TRAINING SEMINAR	350.00
	5193024	111-7010-421.59-20	SWAT COMMANDER COURSE	700.00
	50161764	111-7010-421.59-20	K9 HANDLER UPDATE COURSE	853.04
	FXP68V8Z8FK	111-7010-421.61-20	USB WIFI ADAPTER	48.48
	081IARKF8W7BMMS	741-8060-431.74-10	TRANSPORT OF NEW PATROL VEHICLE	1,648.00
	771615	111-7010-421.59-20	POLICE MGMT COURSE	686.20
	50162233	111-7010-421.59-20	CREDIT FOR OVERPAYMENT	-149.99
	NT_NCH6UASX	111-7010-421.59-20	POLICE BUDGET ACADEMY	1,081.50
	7372853388	111-0210-413.61-20	CANVA	24.95
	2133944623	111-0210-413.59-15	LATINOS FOR WATER	375.00
	2453252	111-0210-413.59-15	HILTON HOTEL SAN DIEGO	427.12
	4158429989	111-0210-413.59-15	DIALPAD MEETINGS	196.65
				\$17,281.38
ANA SUAREZ	HP040010248	111-0000-351.10-10	CITATION REFUND	145.00
	HP050023777	111-0000-351.10-10	CITATION REFUND	145.00
	HP050024340	111-0000-351.10-10	CITATION REFUND	145.00
	HP050024767	111-0000-351.10-10	CITATION REFUND	145.00

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
ANA SUAREZ	HP050025520	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$725.00</b>
ANIMAL FRIENDS PET HOTEL	490433	111-7010-421.61-20	K9 VET AND BOARDING SVCS	241.00
	490451	111-7010-421.61-20	K9 VET AND BOARDING SVCS	746.00
	492055	111-7010-421.61-20	K9 VET AND BOARDING SVCS	221.00
	493637	111-7010-421.61-20	K9 VET AND BOARDING SVCS	410.00
	495508	111-7010-421.61-20	K9 VET AND BOARDING SVCS	414.00
				<b>\$2,032.00</b>
AP TECHNOLOGY, LLC	INO36794	111-9010-419.56-41	EZ SIGNER MAINTENANCE	210.00
				<b>\$210.00</b>
ART SPACE HP INC	052323	111-0310-466.55-57	PACIFIC ART WALK FEE	450.00
				<b>\$450.00</b>
ARTURO ADORNO	05112023A1	111-0310-466.55-56	STAGE FOR STATE OF CITY	750.00
				<b>\$750.00</b>
ARTURO JOSE LAZO	HP010028686	111-0000-351.10-10	CITATION REFUND	5.00
	HP040013570	111-0000-351.10-10	CITATION REFUND	145.00
	HP040013627	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$295.00</b>
AT&T	4/5/23-5/4/23	121-7040-421.56-14	PD INMATE PHONE SERVICES	100.94
				<b>\$100.94</b>
AT&T PAYMENT CENTER	3/28/23-4/27/23	111-7010-421.53-10	PD PHONE SERVICE	3,784.38
	6/18/23-7/17/24	111-7010-421.56-41	PD LOGGING RECORDER SYSTEM	6,704.16
				<b>\$10,488.54</b>
AUTO ZONE	4075593028	741-8060-431.43-20	CAR PARTS FOR PW UNIT	352.58
	4075593405	741-8060-431.43-20	CAR PARTS FOR PW UNIT	216.28
	4075593539	741-8060-431.43-20	CAR PARTS FOR PW UNIT	5.28
	4075593846	741-8060-431.43-20	CAR PARTS FOR PW UNIT	475.72
	4075594402	741-8060-431.43-20	CAR PARTS FOR PW UNIT	13.22
	4075599132	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	46.27
	4075600804	741-8060-431.43-20	CAR PARTS EQUIPMENT	43.21
	4075600867	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	37.47
				<b>\$1,190.03</b>
AY NURSERY INC.	122033	535-8090-452.61-20	PURCHASE OF TREES	870.00
	248917	535-8090-452.61-20	PURCHASE OF TREES	1,864.57
	249432	535-8090-452.61-20	PURCHASE OF TREES	1,850.55
				<b>\$4,585.12</b>
BC TRAFFIC SPECIALIST	011554	221-8012-429.61-20	CUSTOM TRAFFIC SIGNS	1,376.67
				<b>\$1,376.67</b>
BCTT INTERNATIONAL CLOTHING CO	000021015	681-0000-228.70-00	DEPOSIT WATER REFUND	42.79
				<b>\$42.79</b>
BENEFIT ADMINISTRATION CORPORATION	6031132-IN	111-2030-413.56-41	FLEX ADMIN FEES	50.00
				<b>\$50.00</b>
BRIZUELA'S IRON WORK	0133	111-8023-451.43-10	SECURITY DOORS AT PARKS	850.00
				<b>\$850.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
CANNON CORPORATION	84542	111-8010-431.76-12	CONSTRUCTION MANAGEMENT	27,461.00
	84418	681-8030-461.43-30	WATER ENGINEERING	5,568.25
				<b>\$33,029.25</b>
CENTRAL BASIN MWD	HP-APR23	681-8030-461.41-00	IMPORTED WATER APRIL	154,313.80
				<b>\$154,313.80</b>
CENTRAL FORD	26022	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	503.55
	26168	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	5,496.62
	26573	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	149.94
	26574	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	13.23
	26605	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	65.44
	26883	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	248.56
	26926	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	101.36
	25049	741-8060-431.43-20	PARK & REC UNIT CAR PARTS	2,265.65
	25761	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	86.04
	25857	741-8060-431.43-20	CAR PARTS FOR PUBLIC WORK	138.55
	26032	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	570.35
	26040	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	553.33
	26060	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	178.01
	26074	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	29.03
	26076	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	29.03
	26104	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	336.19
	26114	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	168.19
	26518	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	56.36
	26543	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	104.89
	26828	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	108.49
	26928	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	169.26
	26932	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	31.18
				<b>\$11,403.25</b>
CHARTER COMMUNICATIONS	0467069050723	111-7010-421.53-10	FIBER INTERNET FOR PD	1,650.00
	0511379051323	111-7010-421.53-10	INTERNET CLOUD BACKUP PD	159.98
	0514415043023	111-7010-421.53-10	INTERNET CLOUD BACKUP PD	669.85
	0702507051523	111-9010-419.53-10	CITY HALL BACK UP INTERNET	99.00
	5/5/23-6/1/23	111-9010-419.53-10	CITY HALL INTERNET	1,999.00
	0389644050123	121-7040-421.56-14	TV SERVICES JAIL AREA	387.94
				<b>\$4,965.77</b>
CINTAS CORPORATION NO 3	4150557577	741-8060-431.56-41	UNIFORM DRY CLEANING	417.68
	4151265169	741-8060-431.56-41	UNIFORM DRY CLEANING	417.68
	4151991966	741-8060-431.56-41	UNIFORM DRY CLEANING	417.68
	4152698331	741-8060-431.56-41	UNIFORM DRY CLEANING	417.68
	4153397593	741-8060-431.56-41	UNIFORM DRY CLEANING	417.68
				<b>\$2,088.40</b>
CITY OF BELL	009	111-9050-462.56-41	SALVATION ARMY SHELTER	7,460.00
				<b>\$7,460.00</b>
CITY TRAFFIC COUNTERS	301147	111-8080-431.61-20	TRAFFIC COUNTS	400.00
				<b>\$400.00</b>

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CMRTA	2744	111-3010-415.59-15	MEMBERSHIP RENEWAL	150.00
				<b>\$150.00</b>
COALITION FOR RESPONSUBLE COMMUNITY	FM1328	111-7024-421.56-41	JANITORIAL SVCS APRIL	3,943.77
	FM1328	111-8020-431.56-41	JANITORIAL SVCS APRIL	1,546.32
	FM1328	111-8022-419.56-41	JANITORIAL SVCS APRIL	4,668.63
	FM1328	111-8023-451.56-41	JANITORIAL SVCS APRIL	12,381.51
				<b>\$22,540.23</b>
COLIMA GLASS & WINDOW CORP	4853	111-8023-451.43-10	WINDOW REPLACEMENT	510.00
				<b>\$510.00</b>
COMMERCE CASINO	0520FB11	111-6065-451.57-46	SENIOR EVENT BALANCE	1,008.29
				<b>\$1,008.29</b>
CONCENTRA HEALTH SERVICES, INC.	16485990	111-2030-413.56-41	CONTRACTUAL SERVICES	400.00
				<b>\$400.00</b>
CONCENTRA MEDICAL CENTERS	79113711	111-2030-413.56-41	PHYSICAL EXAM FOR EMPLOY	2,751.00
	79187915	111-2030-413.56-41	PHYSICAL EXAM FOR EMPLOY	1,018.00
				<b>\$3,769.00</b>
COUNTY OF L.A. DEPT OF PUBLIC WORKS	RE-PW-230508063	221-8014-429.56-41	TRAFFIC SIGNAL MAINT SVC	345.52
				<b>\$345.52</b>
DAPEER, ROSENBLIT & LITVAK	21493	111-5020-411.32-70	GENERAL CODE ENFORCEMENT	4,174.60
	21495	111-5020-411.32-70	SPECIALIZED LEGAL SERVICES	1,137.50
	21496	111-5020-411.32-70	SPECIALIZED LEGAL SERVICES	5,962.90
	21494	111-7010-421.56-41	LEGAL SERVICES	275.30
				<b>\$11,550.30</b>
DATAPROSE, INC.	DP2301687	681-3022-415.53-20	WATER BILLS AND POSTAGE	1,666.56
	DP2301687	681-3022-415.56-41	WATER BILLS AND POSTAGE	939.05
				<b>\$2,605.61</b>
DAVID CEJA	05262021	111-7010-421.59-20	MILEAGE/PER DIEM REIMBURSEMENT	316.05
				<b>\$316.05</b>
DAVID DIAZ	HP030043473	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$145.00</b>
DE LAGE LANDEN	79884525	111-9010-419.44-10	PRINTER LEASE	2,137.51
				<b>\$2,137.51</b>
DENISE PARRA	05082023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	102.84
				<b>\$102.84</b>
DEPARTMENT OF ANIMAL CARE & CONTROL	05252023	111-7065-441.56-41	ANIMAL CARE AND CONTROL	13,255.88
				<b>\$13,255.88</b>
DEPARTMENT OF JUSTICE	652535	111-7030-421.56-41	FINGERPRINT APPS	1,013.00
				<b>\$1,013.00</b>
DUNN EDWARDS CORPORATION	2009347448	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	975.84
	2009347449	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	85.92
	2009A10326	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	156.60
	2009A10327	111-8095-431.61-50	TIPS FOR GRAFFITI SPRAYER	37.15
	2009A10332	111-8095-431.61-50	PAINT FOR GRAFFITI TOOLS	17.40
	2009A10335	111-8095-431.61-50	REPAIR FILLER GRAFFITI SPRAYER	32.83
	2009A10336	111-8095-431.61-50	GRAFFITI SUPPLIES	540.24

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DUNN EDWARDS CORPORATION	2009A10717	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	945.18
	5009017169	111-8095-431.61-50	PAINT FOR GRAFFITI REMOVAL	-202.50
	5009A00266	111-8095-431.61-50	CREDIT FOR GRAFFITI SUPPLIES	-699.36
				<b>\$1,889.30</b>
ELITE IRON DOORS & FENCES INC	21948	111-8024-421.43-10	ITEMS FOR PD ENTRY GATE	147.46
				<b>\$147.46</b>
ERIK ARELLANO	6	111-0310-466.55-56	STATE OF THE CITY VIDEO	800.00
				<b>\$800.00</b>
FAST DEER BUS CHARTER	159610	219-8085-431.57-70	SENIOR EVENT	1,656.00
				<b>\$1,656.00</b>
FAYFEL, MICHAEL	000023471	681-0000-228.70-00	DEPOSIT WATER REFUND	683.19
				<b>\$683.19</b>
FERGUSON ENTERPRISES INC	2547951	111-8020-431.43-10	PLUMBING SUPPLIES RESTROOM	58.68
	2445385	111-8022-419.43-10	REPAIRMENT CITY HALL RR	145.50
	2520415	111-8024-421.43-10	REPAIRS FOR PD RESTROOM	221.64
				<b>\$425.82</b>
FM THOMAS AIR CONDITIONING INC	45058	111-8022-419.56-41	REPAIRS TO CITY FACILITIES	7,809.00
	45059	111-8022-419.56-41	REPAIRS TO CITY FACILITIES	2,440.00
				<b>\$10,249.00</b>
FRANCISCO UMANA	HP030043080	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$145.00</b>
GATEWAY CITIES COUNCIL OF	04182023	111-8040-466.64-00	PLANNING ACTIVITIES	25,000.00
				<b>\$25,000.00</b>
GEORGE CHEVROLET	138981CVW	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	266.69
	CM108405CVW	741-8060-431.43-20	CREDIT FOR CAR PARTS	-55.13
	CM114518CVW	741-8060-431.43-20	CREDIT FOR CAR PARTS	-110.25
	CM132803CVW	741-8060-431.43-20	CREDIT FOR CAR PARTS	-5.18
	CM137058	741-8060-431.43-20	CREDIT FOR CAR PARTS	-27.57
				<b>\$68.56</b>
GERARDO MARTINEZ	HP030019017	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$145.00</b>
GLORIA TARANGO	711	111-0310-466.55-57	ART WALK PERFORMANCE	1,000.00
				<b>\$1,000.00</b>
GRAINGER	9693518301	741-8060-431.43-20	AIR FRESHENER SPRAY CAN	40.49
				<b>\$40.49</b>
GUTIERREZ BACKGROUND INVESTIGATIONS	2023-3	111-7010-421.56-41	FULL BACKGROUND FOR PD	1,000.00
				<b>\$1,000.00</b>
HASA, INC.	884660	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	202.96
	884661	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	313.25
	886273	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	326.87
	886275	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	216.49
	886279	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 12	541.22
	887675	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 18	272.39
	887676	681-8030-461.41-00	SODIUM HYPOCHLORITE WELL 14	405.91
				<b>\$2,279.09</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
HECTOR G. MORENO	5190-2	111-6060-466.33-20	DANCE CLASS	48.00
				<b>\$48.00</b>
HINDERLITER DE LLAMAS & ASSOCIATES	SIN028069	111-9010-419.56-41	AUDIT & CONTRACT SVCS	28,581.56
				<b>\$28,581.56</b>
HONDURAS KITCHEN	35281	111-0000-341.10-00	PERMIT REFUND	995.00
				<b>\$995.00</b>
IBE DIGITAL	454755	111-9010-419.44-10	PRINTER SVCS	1,516.74
				<b>\$1,516.74</b>
INFRASTRUCTURE ENGINEERS	28454	111-5010-419.56-49	BUILDING & SAFETY SVC	39,844.25
	28500	111-5010-419.56-49	BUILDING & SAFETY CONSULT	27,745.02
	28478	111-8080-431.56-62	CITY ENGINEERING SVCS	13,017.00
	28476	202-8080-431.76-23	PREPARATION OF PLANS	20,141.00
	28478	221-8010-431.56-41	CITY ENGINEERING SVCS	5,733.00
	28474	222-8010-431.76-06	IMPROVEMENT PROJECT	2,201.25
	28475	222-8010-431.76-06	SIGNAL IMPROVEMENT	11,825.00
	28478	222-8080-431.56-41	CITY ENGINEERING SERVICES	25,000.00
	28478	681-8030-461.56-41	CITY ENGINEERING SERVICES	12,100.00
				<b>\$157,606.52</b>
INTERNATIONAL LEAGUE OF CITIES	00922-336C	111-0240-466.64-00	ANNUAL MEMBERSHIP RENEWAL	250.00
				<b>\$250.00</b>
J & J MUFFLER SHOP	31423	741-8060-431.43-20	CAR PARTS FOR PW UNIT	1,400.00
	50923	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	60.00
				<b>\$1,460.00</b>
JACOB REAL	HP050029626	111-0000-351.10-10	CITATION REFUND	305.00
	HP050029719	111-0000-351.10-10	CITATION REFUND	145.00
	HP050029736	111-0000-351.10-10	CITATION REFUND	126.00
				<b>\$576.00</b>
JAVIER CARRILLO	05172023	111-6030-451.33-90	UMPIRE FEES FOR DODGERS	3,445.00
	05172023	111-6030-451.33-90	UMPIRE FEES FOR DODGERS	389.00
				<b>\$3,834.00</b>
JCL TRAFFIC	119183	221-8012-429.61-20	PURCHASE OF NUMBER STENCIL	367.10
				<b>\$367.10</b>
JEFFREY CERVANTES	05082023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	102.84
				<b>\$102.84</b>
JESUS DE JOSE PENA	HP110003939	111-0000-351.10-10	CITATION REFUND	85.00
				<b>\$85.00</b>
JESUS GUTIERREZ	04242023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	123.14
				<b>\$123.14</b>
JORGE ENCARNACION	05102023	111-8010-431.15-25	BOOT REIMBURSEMENT	200.00
				<b>\$200.00</b>
JORGE LOPEZ	HP020028945	111-0000-351.10-10	CITATION REFUND	145.00
	HP020029076	111-0000-351.10-10	CITATION REFUND	145.00
	HP080002941	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$435.00</b>
JORGE LOPEZ CONTRERAS	HP020030816	111-0000-351.10-10	CITATION REFUND	141.00

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	HP030041616	111-0000-351.10-10	CITATION REFUND	141.00
	HP110002776	111-0000-351.10-10	CITATION REFUND	286.00
				<b>\$568.00</b>
JOSE RUBEN LEON	HP050028252	111-0000-351.10-10	CITATION REFUND	60.00
				<b>\$60.00</b>
JT CONSTRUCTION GROUP, INC.	19-07007.3	787-8910-499.56-41	BOND RENEWAL 2 YEAR	140,000.00
				<b>\$140,000.00</b>
KIMBALL MIDWEST	100991721	741-8060-431.43-20	BRAKE CLEANER	210.10
				<b>\$210.10</b>
KONICA MINOLTA BUSINESS SOLUTIONS	287077425	111-6010-451.56-41	COPIER LEASE	241.40
				<b>\$241.40</b>
L & A SPOTFREE, LLC	000024577	681-0000-228.70-00	WATER DEPOSIT REFUND	2,039.25
				<b>\$2,039.25</b>
LA COUNTY SHERIFF'S DEPT	232982BL	121-7040-421.56-41	INMATE MEAL SERVICE	654.14
				<b>\$654.14</b>
LAN WAN ENTERPRISE, INC	74129	111-6010-451.56-41	WIFI AT SALT LAKE PARK	17,989.99
	74119	111-8080-431.61-20	SUPPLIES FOR PW	2,733.36
	74055	239-6060-490.61-60	FREEDOM PARK COMPUTER	2,491.19
	74153	741-8060-431.74-10	2 MDCS TO BE INSTALLED PD	8,449.18
	74154	741-8060-431.74-10	EMERG RESPONSE EQUIPMENT	4,259.46
				<b>\$35,923.18</b>
LATINAS ART FOUNDATION	2023.05	111-0310-466.55-57	HP ART WALK BOOTH	600.00
				<b>\$600.00</b>
LB JOHNSON HARDWARE CO.	126818	111-8024-421.43-10	CAR PARTS FOR POLICE UNIT	67.78
	126819	111-8024-421.43-10	CAR PARTS FOR POLICE UNIT	92.86
	126746	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	4.04
				<b>\$164.68</b>
LEGAL SHIELD	143713	111-0000-217.60-50	MONTHLY FEE MAY 2023	28.90
				<b>\$28.90</b>
LIEBERT CASSIDY WHITMORE	05192023	111-2030-413.64-05	HARASSMENT TRAINING	240.00
				<b>\$240.00</b>
LILIAN TAPIA	HP030041002	111-0000-351.10-10	CITATION REFUND	145.00
				<b>\$145.00</b>
LONG BEACH PRESS-TELEGRAM	D308C02B-0046	111-1010-411.54-00	NOTICE FOR CITY BIDS	186.65
				<b>\$186.65</b>
MAGAT, ARNEL B	000000669	681-0000-228.70-00	WATER DEPOSIT REFUND	50.00
	000000679	681-0000-228.70-00	WATER DEPOSIT REFUND	50.00
	000013913	681-0000-228.70-00	WATER DEPOSIT REFUND	50.00
				<b>\$150.00</b>
MANAGED HEALTH NETWORK	PRM-081147	111-0000-217.50-60	MONTHLY MANAGEMENT JUNE	352.80
				<b>\$352.80</b>
MARX BROS FIRE EXTINGUISHER CO INC.	E32214	111-7024-421.56-41	ANNUAL INSPECTION FOR PD	342.00
	E32215	111-8023-451.56-41	SVC CALLS TO PARKS & REC	88.00
				<b>\$430.00</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
MCMASTER-CARR SUPPLY CO.	97268986	111-8023-451.61-20	PUMP FOR SPLASH PAD	979.71
				<b>\$979.71</b>
MICHAEL BAKER INTERNATIONAL INC.	1171919	111-9050-462.56-41	PROF. SVCS ARPA REPORTING	4,500.00
	1178901	111-9050-462.56-41	PROFESSIONAL SVCS	3,500.00
				<b>\$8,000.00</b>
MUNICIPAL WASTE SOLUTIONS	2000	285-8050-432.56-41	IMPLEMENTATION ASSISTANCE	13,800.00
				<b>\$13,800.00</b>
NAPA AUTO PARTS	4832-559991	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	1,208.90
	4832-560340	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	393.46
				<b>\$1,602.36</b>
NATIONAL SIGNAL INC.	0042655-IN	741-8060-431.43-20	DIGITAL MESSAGE BOARD REP	3,288.80
				<b>\$3,288.80</b>
NATIONWIDE ENVIRONMENTAL SERVICES	33122	111-8031-433.56-41	ST SWEEPING SVCS APRIL	17,712.47
	33123	220-8070-431.56-41	BUS STOP MAINTENANCE APRIL	20,411.91
	33122	221-8010-431.56-41	ST SWEEPING SVCS APRIL	42,333.40
				<b>\$80,457.78</b>
NICK ALEXANDER RESTORATION	5005	741-8060-431.43-20	CAR PARTS FOR PW UNIT	280.00
	5006	741-8060-431.43-20	CAR PARTS FOR PW UNIT	95.00
	5008	741-8060-431.43-20	CAR PARTS FOR PW UNIT	250.00
	5009	741-8060-431.43-20	CAR PARTS FOR PW UNIT	250.00
	5015	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	515.00
				<b>\$1,390.00</b>
NICOLAS DE LA O	04122023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	32.75
	04242023	111-7010-421.59-20	MILEAGE REIMBURSEMENT	123.14
				<b>\$155.89</b>
NIGHTFLARE	1	111-0310-466.55-57	ART WALK FESTIVAL VIDEO	700.00
				<b>\$700.00</b>
NORM REEVES FORD SUPERSTORE	991361	219-8085-431.43-21	CAR PARTS FOR SHUTTLE	150.00
	989393	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	399.00
				<b>\$549.00</b>
NORTH STAR LAND CARE	1601-528	535-8090-452.56-60	TREE MAINT SVCS FOR MARCH	29,520.00
	1601-547	535-8090-452.56-60	TREE MAINT SVCS FOR APRIL	46,080.00
				<b>\$75,600.00</b>
O'REILLY AUTO PARTS	2959-308262	741-8060-431.43-20	CAR PARTS FOR PW UNIT	57.68
	2959-314125	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	275.98
	2959-314172	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	108.33
	2959-314457	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	37.78
	2959-314734	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	488.55
				<b>\$968.32</b>
OK PRINTING DESIGN & DIGITAL PRINT	2840	111-3010-415.61-20	SECURITY PAPER BUS LIC	1,950.00
	2892	681-3022-415.61-20	FINANCE SUPPLIES	500.00
				<b>\$2,450.00</b>
OLIVAREZ MADRUGA, LLP	22217	745-9031-413.32-70	SETTLEMENT PAYMENT	2,808.60
				<b>\$2,808.60</b>

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
OSCAR RAMOS	05062023	111-3010-415.61-20	REIMBURSEMENT	109.99
				\$109.99
PACIFICA SERVICES INC.	346-10	221-8010-431.76-12	ST RECONSTRUCTION PROJECT	2,030.00
				\$2,030.00
PARKINK	28924	232-6010-466.55-56	SUMMER NIGHTS SUPPLIES	241.73
	28925	232-6010-466.55-56	SUMMER NIGHTS SUPPLIES	295.26
	28926	232-6010-466.55-56	SUMMER NIGHTS SUPPLIES	489.41
				\$1,026.40
PARS	53079	111-9010-419.56-41	PARS ARS FEES	493.44
	53144	216-3010-415.56-41	PARS REP FEES	2,609.54
				\$3,102.98
PEDRO DUENAS	HP020029354	111-0000-351.10-10	CITATION REFUND	145.00
				\$145.00
PEERLESS MATERIALS COMPANY	101841	111-8010-431.61-20	ABSORBENT	624.02
	102189	741-8060-431.43-20	FLEET SUPPLIES	716.63
				\$1,340.65
PILGRIM FENCE CO	39231	741-8060-431.43-20	LATCHES FOR SALT LAKE PARK	585.22
				\$585.22
PSYCHOLOGICAL CONSULTING ASSOC, INC	526334	111-7010-421.56-41	PRE EMPLOYMENT EVALUATION	440.00
				\$440.00
PURCHASE POWER	800090900355810	111-9010-419.53-20	CURRENCY REFILL POSTAGE	819.04
				\$819.04
QDOXS	IN51510	111-8020-431.43-05	XEROX COPIER CONTRACT	21.90
	IN51510	285-8050-432.43-05	XEROX COPIER CONTRACT	21.90
	IN51510	681-8030-461.43-05	XEROX COPIER CONTRACT	21.90
				\$65.70
R & A TANK TECHNOLOGIES LLC	030223-69	741-8060-431.43-20	ANNUAL MONITOR CERTIFICATION	1,295.00
	040323-17	741-8060-431.43-20	DESIGNATED OPERATOR INSPECT	150.00
	051023-42	741-8060-431.43-20	DESIGNATED OPERATOR	150.00
				\$1,595.00
RENE RUBALCAVA	04032023	111-6010-451.59-15	PER DIEM REIMBURSEMENT	55.50
	04042023	111-6010-451.59-15	PER DIEM REIMBURSEMENT	51.00
	04052023	111-6010-451.59-15	PER DIEM REIMBURSEMENT	51.00
	04062023	111-6010-451.59-15	PARKING REIMBURSEMENT	20.00
	04062023	111-6010-451.59-15	PER DIEM REIMBURSEMENT	55.50
				\$233.00
RESOURCE BUILDING MATERIALS	3570070	111-8010-431.61-20	PUBLIC WORKS SUPPLIES	1,084.05
				\$1,084.05
RICARDO TADEO WASTE OIL SERVICE	65241	741-8060-431.43-20	DISPOSAL OF OIL WASTE	100.00
				\$100.00
RICKY NORONA	04032023	111-7010-421.59-15	MILEAGE REIMBURSEMENT	158.51
				\$158.51
RIVERSIDE COUNTY SHERIFF'S DEPT	BCTC0055604	111-7010-421.59-20	PD TRAINING	378.00
				\$378.00
SCHAEFFER MANUFACTURING COMPANY	LP1986-INV1	741-8060-431.62-30	PURCHASE OF TRANSMISSION	2,157.59

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
SERGIO LOPEZ	HP050015488	111-0000-351.10-10	CITATION REFUND	\$2,157.59
SIERRA DISPLAY, INC	27034	111-6010-451.56-41	HOLIDAY DECORATION	115.00
SMART & FINAL	31203	111-0110-411.66-05	SUPPLIES FOR CITY COUNCIL	\$115.00
SONIA LUZ	05162023 04222023 33548	111-3010-415.59-15 111-3010-451.61-20 111-3010-451.61-20	TRAINING-FINANCE 2 MONITORS FINANCE EMPLOY BINDERS FOR BUDGET	71.54 86.54 599.00 404.18 154.59
SOUTH COAST AIR QUALITY MGMT DISTR.	4164626 4167852 4167989 4171494 4171675	681-8030-461.42-05 681-8030-461.42-05 681-8030-461.42-05 741-8060-431.42-05 741-8060-431.42-05	ANNUAL RENEWAL FEES ANNUAL RENEWAL FEES ANNUAL RENEWAL FEES ANNUAL RENEWAL FEES ANNUAL RENEWAL FEES	153.23 153.23 153.23 153.23 153.23
SOUTHERN CALIFORNIA EDISON	4/5/23-5/3/23 4/4/23-5/2/23 4/17/23-5/15/23 3/2/23-4/26/23 3/2/23-4/26/23 3/2/23-4/17/23 4/5/23-5/3/23 4/4/23-5/2/23 3/2/23-4/26/23 4/17/23-5/15/23	111-7024-421.62-10 111-8010-415.62-10 111-8020-431.62-10 111-8022-419.62-10 111-8023-451.62-10 221-8014-429.62-10 221-8014-429.62-10 535-8016-431.62-10 681-8030-461.62-20 681-8030-461.62-20	ELECTRICAL SVC POLICE DEPT ELECTRICAL SVC CITY PARKING LOT ELECTRICAL SVC BISSELL ST ELECTRICAL SVC VARIOUS LOCATION ELECTRICAL SVC VARIOUS LOCATION ELECTRICAL BILL TRAFFIC AL SIGNAL ELECTRICAL SVC 55ST/ PACIFIC ELECTRICAL BILL WILSON AVE ELECTRICAL SVC VARIOUS LOCATION ELECTRICAL BILL FLORENCE/ BEAR AVE	38,735.86 2,688.52 8,247.05 7,131.31 24,068.16 13,266.41 278.45 418.55 57,941.87 11,190.58
SPARKLETT'S	15142085051823 15142085051823 15142085051823 15142085051823 15142085051823 15142085051823 15142085051823 15142085051823 19438227050323 15142085051823	111-0110-411.66-05 111-0210-413.61-20 111-1010-411.61-20 111-2030-413.61-20 111-3010-415.61-20 111-5010-419.61-20 111-5055-419.61-20 111-6010-451.56-41 111-7010-421.56-41 111-8020-431.61-20	WATER VARIOUS DEPARTMENT WATER SVCS FOR PD WATER VARIOUS DEPARTMENT	79.51 79.52 81.94 55.95 136.89 110.31 73.54 108.89 228.31 265.29
STACY MEDICAL CENTER	3160-50097 3160-50241	111-7022-421.56-15 111-7022-421.56-15	CONTRACTUAL SERVICES CONTRACTUAL SERVICES	63.25 442.75
STAR2STAR COMMUNICATIONS LLC	SUBC00010720	111-9010-419.53-10	MONTHLY FEES JUNE	\$506.00 10,825.44
STEAMX, LLC	65508	111-8095-431.61-50	PARTS FOR PRESSURE WASHER	\$10,825.44 404.99

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Payee Name	Invoice Number	Account Number	Description	Transaction Amount
STEVE FORSTER	04062023	111-5010-419.59-15	CITY & COUNTY ENGINEER	\$404.99
				80.00
				\$80.00
T-MOBILE USA	42223	111-8010-431.53-10	PHONE USAGE PUBLIC WORKS	571.73
	42223	111-8095-431.53-10	PHONE USAGE PUBLIC WORKS	600.82
	42223	681-8030-461.53-10	PHONE USAGE PUBLIC WORKS	155.20
				\$1,327.75
T2 SYSTEMS CANADA INC.	IRIS0000120603	111-8010-415.56-41	DIGITAL IRIS SUBS MAY	2,370.00
				\$2,370.00
THE GAS COMPANY	3/10/23-4/10/23	111-7024-421.62-10	GAS SVC VARIOUS GOV LOCATION	1,293.54
	3/10/23-4/10/23	111-8020-431.62-10	GAS SVC VARIOUS GOV LOCATION	622.06
	3/10/23-4/10/23	111-8022-419.62-10	GAS SVC VARIOUS GOV LOCATION	1,368.13
	3/10/23-4/10/23	111-8023-451.62-10	GAS SVC VARIOUS GOV LOCATION	559.14
				\$3,842.87
THORSON MOTOR CENTER	473444ISR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	987.26
	474179ISR	741-8060-431.43-20	CAR PARTS FOR POLICE UNIT	249.03
				\$1,236.29
TIME WARNER CABLE	106964801050123	111-7010-421.53-10	ICI SYSTEM JPA	651.75
				\$651.75
TRADECRAFT TRAINING, LLC	05092023	111-7010-421.59-30	PD TRAINING	100.00
				\$100.00
U.S. ARMOR CORPORATION	41933	111-7022-421.61-24	PD BULLETPROOF VEST	746.98
	42158	111-7022-421.61-24	PD BULLETPROOF VEST	859.03
				\$1,606.01
ULINE	159214235	239-6060-490.61-60	FLOOR MATS FOR PARKS REC	1,559.01
	163022286	741-8060-431.43-20	FLEET SUPPLIES	466.42
	163022287	741-8060-431.43-20	FLEET SUPPLIES	466.41
	163062630	741-8060-431.43-20	FLEET SUPPLIES	471.77
	163062634	741-8060-431.43-20	FLEET SUPPLIES	109.10
	163062635	741-8060-431.43-20	FLEET SUPPLIES	209.58
	163062636	741-8060-431.43-20	FLEET SUPPLIES	336.54
	163430734	741-8060-431.43-20	LEATHER GLOVES PW SUPPLIES	78.90
				\$3,697.73
UNDERGROUND SERVICE ALERT OF SO CAL	420230134	221-8014-429.56-41	NEW TICKET CHARGES APRIL	60.00
				\$60.00
VALLEY ALARM	1115156	111-8020-431.56-41	MONTHLY SERVICES MAY 23	665.34
	1115156	111-8022-419.56-41	MONTHLY SERVICES MAY 23	665.33
	1115156	111-8023-451.56-41	MONTHLY SERVICES MAY 23	715.28
	1119236	111-8024-421.43-10	SECURITY SYSTEM FOR PD	763.50
	1119237	111-8024-421.43-10	SECURITY SYSTEM FOR PD	763.50
				\$3,572.95
VALLEY VISTA SERVICES INC	5217614	111-8027-431.56-59	CONTRACTUAL SERVICES	19,130.00
				\$19,130.00
VULCAN MATERIALS COMPANY	73617601	221-8010-431.61-21	ASPHALT FOR CITY STREETS	726.50
				\$726.50

**City of Huntington Park**

**Demand Register**

**June 6, 2023**

Payee Name	Invoice Number	Account Number	Description	Transaction Amount
WALTERS WHOLESALE ELECTRIC COMPANY	S122996585.001	111-8023-451.43-10	SUPPLIES FOR PW	678.66
	S122780535.001	111-8024-421.43-10	LIGHT FIXTURE FOR PD	2,319.40
	S122986135.001	221-8014-429.61-20	TRAFFIC SIGNAL PHOTO SENSOR	850.81
	S123047228.001	741-8060-431.43-20	FUSE PARTS FOR FLEET	92.00
				<b>\$3,940.87</b>
WEX BANK	89091557	741-8060-431.62-30	FUEL PURCHASE FOR DEPT	1,358.78
				<b>\$1,358.78</b>
XEROX FINANCIAL SERVICES	4196700	111-8020-431.43-05	LEASE PAYMENT XEORX COPIER	59.99
	4196700	285-8050-432.43-05	LEASE PAYMENT XEORX COPIER	59.98
	4196700	681-8030-461.43-05	LEASE PAYMENT XEORX COPIER	59.99
				<b>\$179.96</b>
XIOMARA SOTO	0392023	745-9031-413.52-30	SETTLEMENT CLAIM	1,826.64
				<b>\$1,826.64</b>
YASMIN CRUZ	5169	111-6060-466.33-20	BALLET DANCE CLASSES	352.00
	5185	111-6060-466.33-20	BALLET DANCE CLASSES	512.00
	5186	111-6060-466.33-20	BALLET DANCE CLASSES	320.00
				<b>\$1,184.00</b>
				<b>\$1,227,195.52</b>

ITEM 3



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 6, 2023

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Award a Professional Services Agreement (Attachment 1) for the inventorying and reporting of lead and copper services as required by the United States Environmental Protection Agency to TruePani, Inc. for a not-to-exceed amount of \$69,225 payable from Account No. 681-8030-461.56-41; and
2. Authorize the City Manager to execute the professional services agreement.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

At the regularly scheduled City Council meeting of April 4, 2023, the City Council authorized staff to solicit proposals for the inventorying and reporting of the water lateral material used to feed water customers. This critical program is a requirement of the United States Environmental Protection Agency (US EPA). Consultant is to determine if the water lateral material is made out of lead, copper, galvanized steel, plastic, etc. from the City's water main to the water meter box and from the water meter box to the private parcels. The Request for Proposal (RFP) was published on April 7, 2023. The City received one proposal from TruePani, Inc. on May 17, 2023.

## **CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES AGREEMENT FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY**

June 6, 2023

Page 2 of 3

City staff has relayed that support from an outside consultant is necessary to accomplish the research, inventory, data collection and reporting. TruePani Inc. has relevant experience, understanding of the scope of work and proposed method to accomplish the work. TruePani Inc. is qualified and is readily available to provide the services required. Based on the need to commence the project in a timely manner, it is staff's recommendation to award the professional services agreement to TruePani, Inc.

### **LEGAL REQUIREMENT**

The United States Environmental Protection Agency (U.S. EPA) published the Lead and Copper Rule Revisions (LCRR) in January 2021, which requires all water systems to submit a service line inventory to the Department of Environmental Protection (DEP) by October 16, 2024. The State Water Resources Control Board, through the Division of Drinking Water (DDW), enforces the California Lead and Copper Rule (LCR), which is aligned with the U.S. EPA's LCR. The CA LCR protects the public's drinking water from metals that can adversely affect public health by requiring water systems to monitor lead and copper levels at the consumers' taps. If action levels for lead or copper are exceeded, installation or modifications to corrosion control treatment is required. If the action level for lead is exceeded, public notification is required.

Inventorying the system helps protect the health and wellness of our community by identifying the lead and copper levels in drinking water, primarily by reducing water corrosivity. Lead and copper enter drinking water mainly from corrosion of plumbing materials. Support from a third-party vendor is necessary to accomplish the inventory of the system.

### **FISCAL IMPACT/FINANCING**

TruePani, Inc. submitted a competitive proposal and fee schedule in accordance with the requirements stipulated in the RFP. Staff recommends the award of the PSA to TruePani, Inc. for a not-to-exceed amount of \$69,225 payable from Account No. 681-8030-461.56-41.

### **CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Doe".

**CONSIDERATION AND APPROVAL OF AWARD OF A PROFESSIONAL SERVICES  
AGREEMENT FOR THE LEAD AND COPPER RULE SERVICE LINE INVENTORY**

June 6, 2023

Page 3 of 3

RICARDO REYES

City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

1. TruePani, Inc. PSA

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## ATTACHMENT “A”

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## **PROFESSIONAL SERVICES AGREEMENT**

### **LEAD AND COPPER RULE SERVICE LINE INVENTORY AS REQUIRED BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **6<sup>TH</sup> day of June 2023**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **TruePani, Inc.** (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

#### **RECITALS**

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, on June 6, 2023, the Huntington Park City Council at its Regular Meeting approved the award of the Professional Services Agreement to the CONSULTANT for the research, inventory, data collection and reporting as prescribed by the Lead and Copper Rule Service Line Inventory as required by the United States Environmental Protection Agency; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and skill of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of June 6, 2023.

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

I.  
ENGAGEMENT TERMS

1.1 **SCOPE OF SERVICES**: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

1.2 **TERM**: This Agreement shall coincide with the US EPA's requirement that all water systems submit a service line inventory to the Department of Environmental Protection (DEP) by **October 16, 2024**. June 6, 2023 (approval date) is the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.

1.3 **COMPENSATION**: During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, for a not-to-exceed fee of \$69,225, included in the proposal reflected in **Exhibit "A"**. CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.

1.4 **PAYMENT OF COMPENSATION**: On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold

applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

## II. PERFORMANCE OF AGREEMENT

2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates **Shannon Evanchec** to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his professional skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be

subject to inspection and approval by CITY Representatives or their designees.

**2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT** represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

**2.5 ASSIGNMENT: The skills, training, knowledge and experience of CONSULTANT**

are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

2.6 **CONTROL AND PAYMENT OF SUBORDINATES: INDEPENDENT CONSULTANT:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all

applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- (a) In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- (b) To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its professional efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.

2.10. INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

2.11 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- c) comply with Applicable Law relating to the management, ownership, operation,

maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

**III.**  
**INSURANCE**

**3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto) or if CONSULTANT does not own or lease automobiles, Hired and Non-Owned Automobile Liability shall be accepted. Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

**3.2 ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

**3.3** The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or

operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT (except Professional Liability and Workers' Compensation) shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

3.7 **VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**IV.**  
**INDEMNIFICATION**

4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 4.2 and 4.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with protection as set forth herein and to the extent possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

4.2 Work of CONSULTANT's Design Professionals Services: The duty to indemnify and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) to the extent caused by the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity for whom CONSULTANT is legally liable in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify and hold harmless pursuant to this subsection does not include an upfront duty to defend. CONSULTANT will reimburse the CITY Indemnitees' reasonably incurred defense fees and costs to the extent they are determined to have been caused by the negligence, recklessness or willful misconduct of CONSULTANT, or as the parties otherwise agree in settlement. CONSULTANT's obligation to indemnify does not apply to the extent that it is finally adjudicated that the liability was caused by the active negligence or willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be in proportion to the established comparative liability.

4.3 Work of All Other Persons/Non-Design Professionals: Except as otherwise provided under Section 4.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other reasonable costs and fees of litigation) of every nature to the extent caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANTS, subCONSULTANTS or subconsultants or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this

subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 4.4 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT acknowledges that its obligations under Sections 4.2 and 4.3 apply.
- 4.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V.  
TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: Except for the first two years of this Agreement, either Party may, by written notice to the other, immediately terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, which notice shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is

terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

## **5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT shall cure the following Events of Defaults within the following time periods:
  - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
  - i. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty

(30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any

duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

**5.3 SCOPE OF WAIVER:** No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

**5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

## VI. MISCELLANEOUS PROVISIONS

**6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** So long as CONSULTANT has been paid pursuant to this Agreement for the Work resulting in such Documents and Data, all Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no additional cost to CITY, a perpetual

license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement. CITY acknowledges that the Documents and Data are intended solely in connection with the Project for which they were prepared, and should the CITY reuse or modify them without CONSULTANT'S consent, it does so at its sole risk.

6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**

TruePani Inc.  
618 S Gay Street Suite L6  
Knoxville, TN 37902  
Phone: (865) 346-6737  
Attn: Shannon Evanchec Co-  
Founder and Project Manager

**CITY:**

City of Huntington Park  
Public Works  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: Ricardo Reyes, City Manager  
Phone: (323) 582-6161

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement. Program completion date: **October 16, 2024**. Date in which all reporting is completed in conformance with the US EPA and Department of Environmental Protection.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

6.11 ATTORNEYS' FEES: If either Party commences an action against the other

Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section

6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

6.21 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

6.22 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF HUNTINGTON PARK:**

**TruePani Inc.**

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

Ricardo Reyes  
City Manager

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

Shannon Evanchec,  
Co-Founder and Project Manager

**APPROVED AS TO FORM:**

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

City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
**(SEE ATTACHED)**



# Response to RFP Lead and Copper Rule Revisions Service Line Inventory

*Prepared for the City of Huntington Park by TruePani Inc.*

Due May 17 2023, 2:00 PM PDT

Submitted to Cesar Roldan at [croldan@hPCA.gov](mailto:croldan@hPCA.gov)



# Cover Letter

May 17, 2023

To: City of Huntington Park  
6550 Miles Ave  
Huntington Park, CA 90255  
Attn: Cesar Roldan

Dear Mr. Roldan,

Thank you for considering TruePani as a potential contractor for the scope of work outlined in RFP Lead and Copper Rule Revisions. Our team has available capacity and technical expertise to support the City of Martinez in:

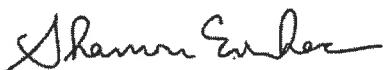
- Completing a lead service line inventory (LSLI) consistent with the EPA inventory template
- Developing a compliance and replacement plan for lead service lines
- Developing a sampling program for schools and childcare facilities
- Conducting public outreach activities pursuant to the requirements within the LCRR
- Other activities required to ensure compliance with both federal and state regulations

TruePani was founded by a team of engineers and communications professionals in 2016 with specialized expertise in lead in drinking water. Over the past six years, we have supported systems and states across the country to achieve compliance with various state and federal requirements related to lead in drinking water testing, remediation, and the Lead and Copper Rule Revisions.

Our team recognizes the challenges that water systems face in completing inventories, communicating with the community, replacing lead services lines, and developing sampling plans, while navigating the ambiguity of the forthcoming Lead and Copper Rule Improvements and understanding the recently released EPA guidance.

I have read, understood, and agree to all statements in this request for proposal and acknowledge receipt of all the addendums/amendments as well as to the terms, conditions and attachments referenced. Please do not hesitate to reach out with any questions.

Respectfully,



Shannon Evanchec  
Co-Founder and Project Manager, TruePani Inc.  
618 S Gay Street Suite L6 Knoxville, TN 37902  
O: (865) 346-6737 | M: (724) 584-7192 | [shannon@truepani.com](mailto:shannon@truepani.com)

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# Consultant Background

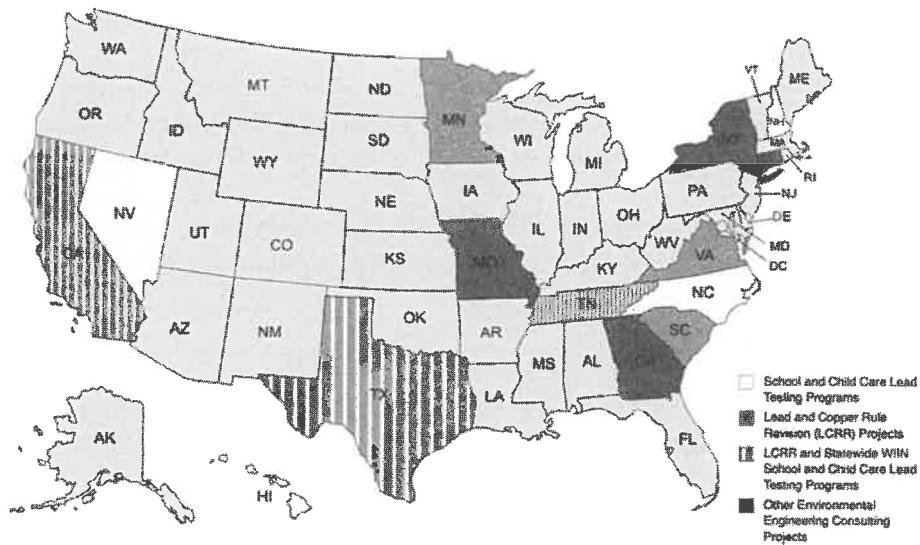
TruePani, Inc. ("TruePani"), is an environmental consulting and communications firm specialized in providing comprehensive services related to lead in drinking water. Past clients include state, county, and municipal entities, school districts, non-profits, and private organizations. TruePani's areas of expertise include:

- Lead and Copper Rule Revisions Compliance
- Water Utilities Services
- State Regulatory Compliance
- Data Management
- Drinking Water Sampling
- Project Management
- Communications

TruePani was established in 2016 by a team of civil and environmental engineers and is headquartered in Knoxville, Tennessee. TruePani has worked with clients in 13 states and is one of the most experienced firms in the country as it relates to lead in drinking water projects. TruePani brings subject matter expertise and a thorough understanding of EPA's Lead and Copper Rule Revisions. TruePani has worked with numerous utilities nationwide on completing their service line inventories and specializes in completing inventories for systems with approximately 5,000 – 30,000 service line connections.

TruePani is 100% female-owned and operated and disadvantaged business enterprise (DBE) certified (NAICS 541620 Environmental Consulting Services / NIGP 91843) through the California Department of Transportation (Caltrans).

TruePani is an active member of many industry organizations and has been invited to speak on panels and conduct presentations regarding lead in drinking water and LCRR nationwide. TruePani also maintains a strong network of advisors including individuals who have worked on EPA legislation for laws such as the Safe Drinking Water Act, and the Lead and Copper Rule. Most recently, TruePani spoke at the EPA Public Meeting on Environmental Justice Considerations for The Development of the proposed LCRI, and previously at The EPA National Stakeholder Roundtable for the Lead and Copper Rule Revisions. Experiences like these are what allows TruePani to bring informed ideas and resources to its work with lead in drinking water.



## Qualifications and Experience

### City of Martinez Lead Service Line Inventory

Dates: October 2022 – October 2024

The City of Martinez, California selected TruePani through a competitive bid process to develop their lead service line inventory that is required under the EPA's Lead and Copper Rule Revisions. TruePani is responsible for completing the lead service line inventory for Martinez's 10,000+ connections, developing a compliance and replacement plan, and designing the school and childcare sampling program.

TruePani is developing an initial inventory framework, organized in a database format, that will house all information examined during the initial review of historical data. TruePani will assist the City in preparing a plan to identify unknown service line materials, and will assist with field verifications as needed.

Upon completion of the initial service line inventory, TruePani will develop a plan for compliance with the revised Lead and Copper Rule requirements, including a list of updated Tier sites for compliance sampling and developing a strategy for lead service line replacements, should any be identified. Once the EPA has released additional guidance with the Lead and Copper Rule Improvements (LCRI), TruePani will develop a plan for the City to complete the school and childcare sampling requirements.

**Similarities to this RFP:** Evaluation of existing service line material data, identification of information gaps, development of a plan to identify unknowns, development of a centralized database to house all data reviewed during the inventory process, organization of various types of data into the DMS, coordination with primacy agency on verification methods and subsequent customization of approach, program management operations, and outreach to customers pursuant to LCRR requirements.

### City of Crossville Lead Service Line Inventory

Dates: November 2022 – October 2024

The City of Crossville, Tennessee selected TruePani through a competitive RFQ process as the sole contractor to complete their Lead Service Line Inventory and Replacement Program. TruePani will assist the City in completing an inventory of 13,000 connections, developing a compliance and replacement plan, and conducting public education and outreach.

TruePani will develop an initial inventory framework, organized in a database format, like the one proposed in this scope of work, that will house all information examined during the initial review of historical data. TruePani will assist the City in preparing a plan to identify unknown service line materials, and will assist with field verifications as needed.

Upon completion of the initial service line inventory, TruePani will develop a plan for compliance with the revised Lead and Copper Rule requirements, including a list of updated Tier sites for compliance sampling and developing a strategy for lead service line replacements, should any be identified.

**Similarities to this RFP:** Evaluation of existing service line material data, identification of information gaps, development of a plan to identify unknowns, development of a centralized database to house all data reviewed during the inventory process, organization of various types of data into the DMS, program management operations, and outreach to customers pursuant to LCRR requirements.

## Brownsville Public Utility Board Lead Service Line Inventory

Dates: April 2023 – October 2024

Brownsville Public Utility Board (BPUB), which serves the City of Brownsville, TX, selected TruePani through a competitive RFP process as the sole contractor to complete their lead service line inventory of 65,000 connections. TruePani will assist in developing an initial inventory through a combination of historic records reviews, strategies to identify unknowns, data management, and training for BPUB staff. In addition, data collected during this process will result in a service line map and a service line replacement plan that will also be submitted by the October 16<sup>th</sup> 2024 compliance deadline.

TruePani will also develop communication templates and checklists to allow BPUB to conduct public education and outreach. Beyond initial compliance actions, TruePani will also develop standard operating procedures to enable BPUB to continuously identify unknowns and refine their inventory.

**Similarities to this RFP:** Evaluation of existing service line material data, development of a plan to identify unknowns, development of a centralized database to house all data reviewed during the inventory process, organization of various types of data into the DMS, program management operations, and submission of required documents to their primacy agency.

## Saint Paul Lead Service Line Replacement Program

Dates: March 2023 – October 2024

Saint Paul Regional Water Services in Saint Paul, MN hired TruePani to coordinate and manage the pitcher filter and sample kit fulfillment requirement of their Lead Service Line Replacement program. Under the initiative, TruePani is responsible for providing pitcher filters and sample kits to all customers that receive a lead service line replacement and developing a program database to coordinate shipments, direct outreach to customers, and populate a dashboard with real-time program updates. TruePani's communications team developed communications materials, including a health advisory and sample collection instructions, that are provided to customers under the program. TruePani is also conducting direct outreach to customers that have received a sample kit to remind them to collect their samples and is staffing a program helpline to field customer inquiries.

**Similarities to this RFP:** Development of communication materials for distribution to customers receiving a lead service line replacement, development of a centralized database to house data, organization of various types of data into the DMS, and program management operations.

# Project Approach

To successfully execute the City of Huntington Park Lead and Copper Rule Revision services, TruePani will divide the project into five milestones, beginning upon contract award and concluding in October 2024. Several of these tasks will happen concurrently over the approximately 15-month contract window, with TruePani's engineering and data management teams working cross-functionally under the project manager. TruePani has developed these milestones based on the successful completion of past projects of a similar scope and for similar-sized systems as Huntington Park.

## Milestone 1: Project Planning and Coordination

Upon project execution, TruePani will schedule a kickoff meeting with a team of relevant stakeholders at the City to review the inventory requirements and determine the available sources of information for incorporation into the service line inventory. TruePani will then develop a plan to review the existing data sources and compile the "initial" inventory. TruePani will schedule bi-weekly meetings with the City to review inventory progress, scheduling, and additional information requests.

TruePani will also coordinate with the primacy agency (CA Water Boards) as needed for compliance with inventory, sampling/testing, and replacement plans. As SOPs are developed for organizing historical records and identifying unknowns, these can be shared with the SWB. During past projects, TruePani has created state-approved Quality Assurance Project Plans (QAPP) to ensure compliance with state regulations. TruePani is prepared to coordinate with the State Water Board regarding interpretation of requirements, review of data, and responding to any questions on service line material and records organization. TruePani is also engaged in forthcoming information on EPA guidance under the Lead and Copper Rule Improvements.

## Milestone 2: Database Setup

TruePani will build the preliminary lead service line inventory within a cloud-based database, called the Data Management System (DMS). All data reviewed during the historical records review process will be recorded within DMS so that the City will have a history of the material identification activities that were conducted. Good data management practices during the initial records review will ensure a solid basis of evidence should the City have to revisit this process if the LCR changes again in the future.

Data within DMS is sorted into individual tables, based on the source of information. For example, customer verifications, field observations, tap cards, account and billing information, and resident contact information would be stored in separate tables, each with their own primary key. The final inventory would pull information from all the data sources to determine the most likely service line material designation (e.g., Lead, Non-Lead, GRR, or Unknown). Should a specific source of data be found unreliable during the data verification process, segregating the data sources allows for unreliable data to be easily removed from the inventory.

TruePani's DMS has the ability for CSV export to provide a final inventory that is consistent with the EPA template. Upon submission to California Water Boards, TruePani will provide the inventory to the City in a geocoded, GIS-ready format.

TruePani utilizes ESRI's free Lead Service Line Inventory solution to create the publicly displayed map and to house the inventory in perpetuity. It is EPA's intention that the inventory serve as a "living document" to be updated as future identification and replacement activities are conducted. ESRI's tool is free for existing GIS users and allows a user to update the inventory with information from the field, coordinate service line replacement activities, and create dashboards to monitor progress.

### Milestone 3: Existing Records Review

Upon project kickoff, TruePani personnel will work with city staff to identify any data sources that will directly inform Service Line Material (SLM). TruePani will provide staff to conduct an in-person records review to assess existing system records and develop a strategy for incorporating the information into the final deliverable. During this in-person visit, TruePani will also be able to retrieve private-side service line information from the City.

Potential data sources reviewed during this milestone include, but are not limited to: historical records, tap cards, as-builts, meter install records, parcel data, census data, water test results from compliance sampling, previous water main replacement projects, work orders, service orders, staff knowledge, water billing information, geospatial data, and verified SLM records

### Milestone 4: Identification of Unknowns

After completing the initial records review, TruePani will work with the City to determine methods of identifying unknowns that are specific to the needs of the City. There are many strategies for identifying unknowns that require differing levels of funding, human capital, and coordination with customers. TruePani will weigh the resources available to the City with established processes to determine a final strategy for identifying unknown service line materials. TruePani will deliver a Standard Operating Procedure on the identification of unknowns, which will be deployed before the October 16<sup>th</sup>, 2024 deadline to reduce the number of unknown service lines before the final inventory submission. TruePani will work with the City's California Water Boards contact to ensure that the strategy meets the primacy agency's requirements.

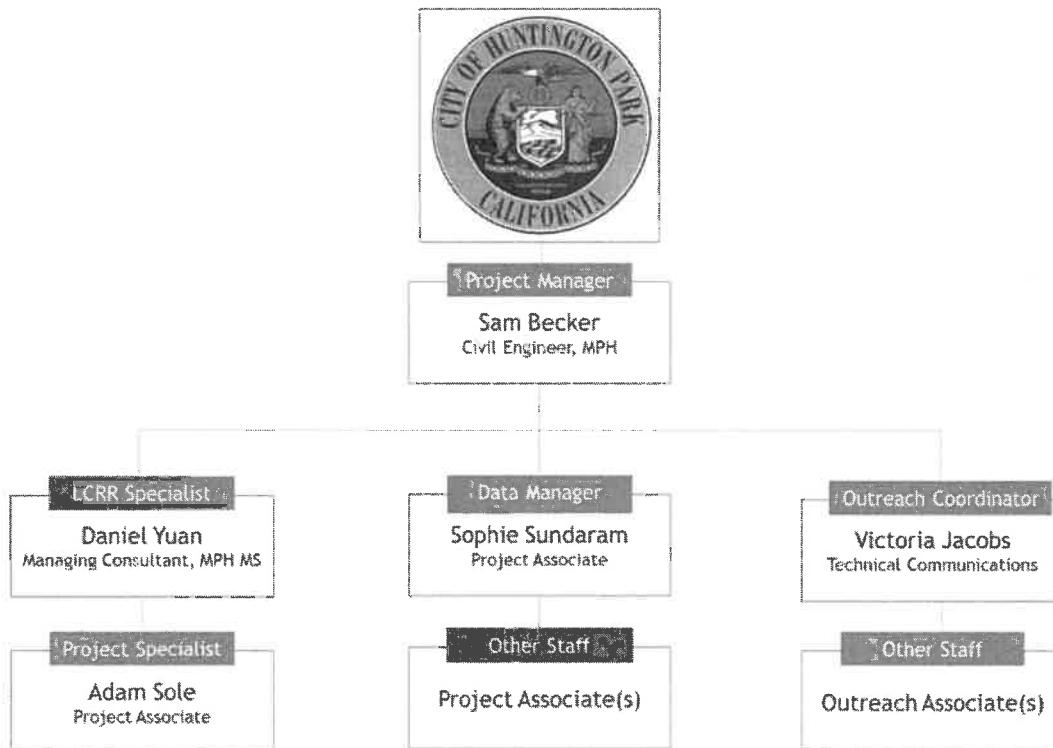
Typically, a successful identification strategy combines physical verifications with data interpolation, statistical methodologies, and identification during normal operations. Physical verification methods most commonly include visual site inspections such as meter box inspections but could also include mechanical or vacuum excavation. TruePani typically tries to limit the amount of excavation required, as it can be both cost prohibitive and unpopular with customers. When needed, vacuum excavation of just the meter box can be a useful tool for inspecting both public and private side service line materials.

### Milestone 5: Development of Lead Service Line Replacement Plan and Tap Sampling Plan

If lead, GRR, or unknown service lines are discovered in the City's service area, TruePani will create a replacement plan that includes strategies for conducting full LSL replacements, a replacement goal rate, LSL replacement prioritization strategy, and creative funding and communications strategies for private-side replacements. TruePani will also develop a tap sampling plan, establishing tier sites and procedures to collect compliance samples in accordance with LCRR requirements, including 5th liter sampling for known LSL locations.

TruePani recognizes the importance of public communications within technical work and has specifically added communications professionals to the firm's staff to support lead in drinking water projects. In addition to the replacement plan, TruePani will provide water systems with communication guidance and templates for customers receiving LSL replacements, including an explanation of the health effects of lead, information concerning LSL replacements, procedures for customers to flush their plumbing, and all other notification requirements under *40 CFR § 141.85 "Public education and supplemental monitoring and mitigation requirements."* A flyer will also be developed on point-of-use filtration devices for distribution to customers receiving a LSL replacement.

# Proposed Personnel



**Sam Becker**  
Project Manager

**Location :** Remote and available to assist onsite

**Areas of Expertise:** LSL Inventories, Database Management, Technical Training, Strategies to Identify Unknowns

Sam Becker will serve as Project Manager for the project and will be responsible for working with the LCRR Specialist and City of Huntington Park to organize service line inventory data and develop a standard operating procedure for identifying unknowns based on the available data. Sam brings seven years of experience at TruePani managing the development of databases and dashboards, as well as LCRR inventory projects oversight. Prior to TruePani, Sam worked as an environmental consultant for Ramboll where she specialized in Phase I environmental site assessments and the evaluation of environmental contamination through soil, stormwater, and groundwater sampling. She holds an MPH from the University of Michigan and a BS in Civil Engineering from the Georgia Institute of Technology

Featured Projects:

- Lead and Copper Rule Assistance to Waterworks, Virginia Department of Health
- Lead Service Line Inventory Survey for Public Water Systems, BPUB
- Lead Service Line Inventory Development, City of Crossville, TN



**Daniel Yuan**  
LCRR Specialist

**Location :** Remote and available to assist onsite

**Areas of Expertise:** LSL Inventories, Database Management, Project Management, Technical Training

**Daniel Yuan** will serve as the **LCRR Specialist** for the project and will be responsible for providing technical assistance to the system concerning all aspects needed to complete the LCRR inventory. Prior to TruePani, Daniel spent over a decade working for public water systems, including five years in the City of Houston's Drinking Water Operations. He holds an MPH concentrated in Environmental and Occupational Health sciences, a MS with a focus in genetics, both from the University of Texas Health Science Center, and a BS in Microbiology from the University of Texas at Austin

**Featured Projects:**

- City of Martinez, CA Lead Service Line Inventory
- Lead Service Line Inventory Survey for Public Water Systems, BPUB
- Virginia Department of Health, Lead and Copper Rule Assistance to Waterworks
- South Carolina DHEC, Lead and Copper Rule Inventories



**Adam Sole**  
Project Associate

**Location :** Remote and available to assist onsite

**Areas of Expertise:** LSL Inventories, Technical Training, Strategies for the Identification of Unknowns

**Adam Sole** will serve as **Project Associate** for the project and will be responsible for reviewing and organizing incoming data needed to complete the LCRR inventory. Adam's experience at TruePani includes assisting in the successful completion of inventory projects and hands-on technical assistance. Prior to TruePani, Adam facilitated community outreach and research for ECO-Action Atlanta, and served as a Chemical Analyst. He holds an MPH in Global Environmental Health from Emory University, and a BS in Biology from Oglethorpe University

**Featured Projects:**

- Lead and Copper Rule Assistance to Waterworks, Virginia Department of Health
- Lead Service Line Inventory Survey for Public Water Systems, BPUB
- Lead Service Line Inventory Development, City of Crossville, TN
- Areas of Expertise Related to this Scope of Work:
- Lead Service Line Inventories
- Technical Training
- Strategies for the Identification of Unknowns



**Sophie Sundaram**  
Data Manager

**Location :** Remote and available to assist onsite

**Areas of Expertise:** Data Processing, Database management, GIS

**Sophie Sundaram** will serve as the **Data Manager** for the project and will be responsible for coordinating with the Project Manager and LCRR Specialist to assist with identifying service lines and developing data management strategies as needed. Sophie's time at TruePani includes managing data, as well as developing and maintaining standard operating procedures. Prior to TruePani, Sophie worked as a research assistant in the environmental law field. She holds a BS in Marine Affairs from the University of Miami

**Featured Projects:**

- Saint Paul Regional Water Systems, Pitcher Filter, Filter Cartridges, and Water Quality Sampling for Post Lead Service Line Replacement Construction
- Get the Lead Out of Drinking Water Program, NHDES
- Texas Lead Testing in School and Child Care Program, TCEQ



**Victoria Jacobs**  
Outreach Coordinator

**Location :** Remote and available to assist onsite

**Areas of Expertise:** Outreach and Enrollment, Participant Engagement, Communications Operations

**Victoria Jacobs** will serve as the **Outreach Coordinator** for the project and is responsible for overseeing outreach efforts and developing communication materials as needed. Victoria brings an abundance of experience communicating with residents about lead in drinking water and service line material inspections. She holds an AS in Communication from Georgia Highlands College and a BA in Technical Communication from Kennesaw State University.

**Featured Projects:**

- Get the Lead Out of Drinking Water Program, NHDES
- Texas Lead Testing in School and Child Care Program, TCEQ
- Pitcher Filter, Filter Cartridges, and Water Quality Sampling for Post Lead Service Line Replacement Construction, Saint Paul Regional Water Services

## Client References

Ali Hatefi, P.E., Senior Civil Engineer  
City of Martinez, Engineering Department  
(925) 372-3519  
[ahatefi@cityofmartinez.org](mailto:ahatefi@cityofmartinez.org)

Fernando Beltramo, Facilities Planning Officer  
Los Angeles County Office of Education  
[Beltramo\\_Fernando@lacoed.org](mailto:Beltramo_Fernando@lacoed.org)

## Proposed Schedule

Upon selection TruePani will schedule a kickoff meeting with a team of relevant stakeholders at the City and refine the proposed project schedule below.

Project Task	Est. Start Date	Est. Completion Date
<b>M1 : Project Planning and Coordination</b>		
Project Kickoff and Set Up	6-Jun-23	10-Jul-23
Project Management	6-Jun-23	16-Oct-24
Invoicing	19-Jun-23	16-Oct-24
Final Report and Presentation	1-Sept-24	1-Oct-24
<b>M2: Database Setup</b>		
DMS Setup	19-Jun-23	17-Jul-23
Inventory Updates	17-Jul-23	16-Oct-24
<b>M3: Existing Records Review</b>		
Data Requests and Gathering	19-Jun-23	18-Aug-23
Database Setup and Management	19-Jun-23	16-Oct-24
<b>M4: Identification of Unknowns</b>		
Methodology for Identifying Unknowns	18-Aug-23	30-Nov-24
Identification of Unknowns	1-Dec-23	16-Oct-24
<b>M5: Lead Service Line Replacement Plan and Tap Sampling Protocol</b>		
Develop LSL Replacement Plan	1-Jun-24	16-Oct-24
Identify Sampling Sites and Finalize Sampling Protocol	1-Jun-24	16-Oct-24
Create Communications and Outreach Material	1-Jul-24	16-Oct-24

## Proposed Fee Schedule

TruePani's cost of services is not to exceed \$69,225 and corresponds to the milestones and deliverables presented in Section 5: Project Approach.

Milestone	Project Manager	LCRR Specialist	Data Manager	Outreach Coordinator	Associates	Subtotal
M1: Project Planning and Coordination	60	10	5	5	5	\$ 15,175.00
M2: Database Setup	5	5	30	0	15	\$ 9,000.00
M3: Existing Records Review	10	10	40	0	80	\$ 22,200.00
M4: Identification of Unknowns	5	15	5	10	10	\$ 7,375.00
M5: Development of Lead Service Line Replacement Plans and Tap Sampling Plan	5	10	0	7	5	\$ 4,475.00
Postage and Printed Materials						\$ 3,000.00
Travel Costs						\$ 8,000.00
<b>Total</b>						<b>\$ 69,225.00</b>

## Fee Schedule Assumptions:

The scope of work performed under this project includes the milestones and deliverables presented in Section 5: Project Approach. The above Fee Schedule does not include costs of excavation or other construction services, including lead service line replacements or excavation for the purposes of identifying unknown service line materials. Subtotals are calculated based on the following hourly rates:

Staff Rates	\$/Hr
Project Manager	\$ 185.00
LCRR Specialist	\$ 175.00
Data Manager	\$ 165.00
Outreach Coordinator	\$ 150.00
Associates	\$ 150.00

ITEM 4



# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report

June 6, 2023

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE  
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW  
PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS  
ENHANCEMENTS AS PART OF CIP 2022-09 CHESLEY PARK**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize staff to publish and solicit a Request for Proposal (RFP) from qualified architectural/engineering firms for the preparation of Plans, Specifications and Estimate of new playground equipment, appurtenances and ingress/egress enhancement as part of CIP 2022-09 Chesley Park.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The proposed design will focus on the construction of playgrounds that comply with current National Program for Playground Safety guidelines, standards and regulations that ensure safe, quality and inclusive playground spaces. Playgrounds for both younger and older children. The design will build upon the enactment of previous safety initiatives and targets on mitigating the persistent concerns brought to staff's attention over the quality of the existing playground equipment. Properly designed playgrounds encourage active mobility, exercise and inclusivity. Improvements center on the health and wellness of space and place that address a youth population with the highest rate of obesity in the State.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS ENHANCEMENTS AS PART OF CIP 2022-09 CHESLEY PARK**

June 6, 2023

Page 2 of 3

Architectural/Engineering support from an outside consultant is necessary to accomplish the design phase of the project. A formal RFP (Attachment 1) will be published to solicit proposals from qualified firms to provide design services for the project.

The following is a tentative schedule:

RFP ISSUED	June 9, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	June 30, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	July 6, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	July 11, 2023
TENTATIVE CITY COUNCIL AWARD DATE	July 18, 2023
APPROXIMATE NOTICE TO PROCEED DATE	July 24, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	November 16, 2023

**LEGAL REQUIREMENT**

Congress adopted the Brooks Act (P.L. 92-582), requiring the use of Qualifications-Based Selection (QBS) for the procurement of architect and engineering services. The use of QBS ensures that taxpayers receive highly technical architect and engineering services from the most experienced and most qualified firms at a fair and reasonable cost. California's QBS requirements can be found at Government Code sections 4525 et seq., also known as the Mini Brooks Act.

The City Clerk's Office shall publish the RFP in the local newspaper of general circulation, the City's website and other forms of electronic media. The RFP shall describe the project and provides the tasks required from architectural or engineering firms to design the project. The time and location to submit proposals shall also be placed within the published RFP. The RFP shall be published for a minimum period of twenty-one (21) calendar days. Once proposals are submitted, reviewed and scored, staff will come back to the City Council with a recommendation to award.

**CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR THE  
PREPARATION OF PLANS, SPECIFICATIONS AND ESTIMATE OF NEW  
PLAYGROUND EQUIPMENT, APPURTENANCES AND INGRESS AND EGRESS  
ENHANCEMENTS AS PART OF CIP 2022-09 CHESLEY PARK**

June 6, 2023

Page 3 of 3

**FISCAL IMPACT/FINANCING**

At the February 21, 2023 City Council meeting, the City Council approved substantial amendment number two to the FY 2022-2023 Annual Action Plan for Community Development Block Grant (CDBG) funds. Part of the recommendation included the allocation of FY 2019-2020 CDBG funds in the amount of \$299,279 to the FY 2022 Chesley Park American with Disabilities Act (ADA) Improvement Project.

At this time, there is no fiscal impact associated with the approval of the solicitation of proposals to perform design services. Though once proposals are submitted and evaluated, staff will return with a well-defined budget for consideration and approval at a future City Council meeting.

**CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

1. CIP 2022-09 Chesley Park – Design RFP

## ATTACHMENT "A"



**CITY OF HUNTINGTON PARK  
REQUEST FOR PROPOSAL FOR  
Professional Architectural/Engineering/Playground Equipment Design Services  
Plans, Specifications, and Estimate (PS&E)  
CIP 2022-09 Chesley Park**

**PROPOSAL DUE DATE: JULY 11, 2023, 2:00 P.M.**

6550 Miles Ave  
Huntington Park, CA 90255

Contact: Cesar Roldan  
323.584.6320  
[croldan@hpcagov](mailto:croldan@hpcagov)

CITY OF  
HUNTINGTON  
PARK

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**1. INTRODUCTION**

The City of HUNTINGTON PARK is soliciting Proposals from qualified and experienced consultants for design services and the preparation of Plans, Specifications, and Estimate (PS&E) for playground equipment. Proposals are welcomed from qualified playground equipment manufacturers and/or vendors. The proposed design will lead to the construction of playgrounds that comply with current National Program for Playground Safety guidelines, standards and regulations that ensure safe, quality and inclusive playground spaces. Playground features must include equipment for both younger and older children. The design will build upon the enactment of previous safety initiatives and targets on mitigating the persistent concerns brought to staff's attention over the quality of the existing playground equipment. Properly designed playgrounds encourage active mobility, exercise and inclusivity. Improvements center on the health and wellness of space and place that address a youth population with the highest rate of obesity in the State.

**2. OVERVIEW**

In general, the City is looking for unique play equipment with engaging features and high play value that will encourage physical activity and enhance motor skill development. Equipment design must meet the requirements of the Americans with Disabilities Act (ADA), and utilize International Playground Equipment Manufacturers Association (IPEMA) certified equipment that meets or exceeds all federal and state guidelines, and conforms to the playground-related technical standards set by the American Society of Testing Materials International (ASTM) and the U.S. Consumer Products Safety Commission.

**3. SCOPE OF SERVICES**

The City is seeking a qualified consultant to provide technical professional services related to the design of **CIP 2022-09 Chesley Park**. The consultant applying should have significant experience in preparing plans, specifications, and cost estimates. The objective of the project is to complete 100% design and secure approval of all plans, specifications, and cost estimates by November 16, 2023.

- The City reserves the right to delete specific task(s).

**A. Task 1 – Conduct Field Review and Surveys**

- The PS&E phase will include, but will not be limited to: data collection, field reconnaissance, measurements, architectural/engineering plans, layouts, typical sections, and construction details necessary to construct the required playground equipment. Play structure and amenities for ages 2-5. Play structure and amenities

for ages 5-12. One multiple-bay swing structure accommodating ages 5-12, ages 2-5, and a "mommy-and-me" style swing

- The Consultant shall evaluate, consider, and address existing ADA deficiencies in accordance with ADA regulations. Sidewalks/walkways leading to the playground areas will be designed and include slope percentages, elevations, etc. in compliance with ADA regulations. Improvements will comply with Greenbook and Caltrans Standards.
- Prepare Plans: Plans will be prepared using topographic base map as background in CAD format.
- Develop and maintain Project Schedule for approval based on city approval process and applicable date restrictions:

**September 7, 2023** – 30% submittal

**October 12, 2023** – 75% submittal

**November 16, 2023** – Final 100% submittal

**B. Task 2 – Prepare Design Plans for Construction**

- Basic Requirements:
  - A. Play structures and amenities must be age appropriate with proper signage.
  - B. All products shall bear the certificate seal of IPEMA and shall meet or exceed ADA Accessibility Guidelines for Play Areas.
  - C. All equipment and surfacing shall conform to current playground-related ASTM and CPSC technical standards including, but not limited to:
    - ASTM F1487 (Playground Equipment)
    - ASTM F1292 & ASTM F3313 (Impact Attenuation of Playground Surfaces)
    - CPSC Publication 325: Public Playground Safety Handbook
- Design must be prepared to comply with all state, federal and local requirements for play structure equipment. Consultants are responsible for verifying site conditions. No allowances will be made if a consultant fails to adequately examine a location before submitting a proposal. All equipment shall be installed by a factory trained and certified installer (Phase II – Construction). Following installation, a full and thorough audit of all newly installed play equipment will be performed by an independent Certified Playground Safety Inspector (CPSI) hired by the City. Vendor(s) will be required to address and resolve any identified deficiencies

- Upon completion of 30% design, the consultant must schedule a scoping meeting with City staff to discuss any deviation from initial meeting(s) where staff approved the conceptual plan.
- Design Services shall follow and include a schedule. Allow a minimum of two (2) weeks for each City review. It is expected that 100% plans will be complete and include comments and input from the City.
- Access to the site is critical. ADA design enhancements are required around the park. This includes, though is not limited to pedestrian ramps, crosswalks and sidewalks leading to the ingress/egress points of entry.

**C. Task 3 – Project Specifications at 30%, 75% and 100% Submittal**

- Prepare Specifications in conformance with the current Standard Specifications for Public Works Construction (Greenbook) and other applicable agency standard plans, specifications, and guidance documents in order to obtain plan approval. Provide the required standards and reference materials to be included in the City's standard contract documents. Every item of work must be including a measurement clause and a payment clause. City does not have City standards.

**D. Task 4 – Construction Estimate**

- Prepare an Engineer's construction estimate for the designed Project at 30%, 75% and 100% submittal in Microsoft Excel spreadsheet format. Cost estimates shall have quantities and unit prices with back-up calculations for all quantities. The consultant shall verify all unit prices at the time of final plan approval.

**E. Task 5 – Permitting and Regulations**

- The consultant shall observe all laws, rules, and regulations concerning environmental permitting and the scope of professional services shall include all steps necessary in the project development and permitting process to fully entitle the project to move into the construction phase.
- Document, design, and incorporate environmental requirements, mitigation measures, NPDES requirements (including adherence to MS4 LID requirements), BMPs, air/water quality, and erosion/sediment control into Project construction documents as required.
- Provide a signed checkoff list certifying that all environmental clearances/permits have been completed and all mitigation measures have been incorporated into the PS&E prior to the advertisement of the Project for construction.

- Provide design support during construction to include but not limited to review of submittals, response to RFIs, etc.
- Consultant shall incorporate all federal, state, and local laws, rules, and regulations concerning Public Works as applicable. The deliverables provided by the City shall conform to those regulations to ensure a complete and conforming project. The consultant and subconsultants shall comply with Public Contract Code Section 10120 in the preparation of full, complete, and accurate PS&E.
- Minimum number of Meetings:
  - 2 - Scoping/Kick off
  - 6 - City Staff

**4. KEY PERSONNEL**

It is imperative that the key personnel providing the consulting services have the background, experience, and qualifications to complete the project. The City reserves the right to approve all key personnel individually for work on this contract. All key staff shall be named in the contract. After the contract is signed, the consultant may not replace key staff unless their employment is terminated or agreed upon by the City. The City must approve replacement staff before a substitute person is assigned to the Project. The City reserves the right to request that the consultant replace a staff person assigned to the contract should the City consider such a replacement to be for the good of the project.

**5. CITY'S STANDARD PROFESSIONAL SERVICES AGREEMENT**

Please see ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT.

**6. INSURANCE REQUIREMENTS**

Please see ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS.

**7. EVALUATION CRITERIA**

Each proposal shall be evaluated on the basis of the consultant's expertise, experience and training and the expertise of its key personnel along with prior contracting history, approach to the project, cost, proposed schedule and compliance with the RFP requirements including the terms of the attached PSA. Each such factor shall be weighted by the City as follows:

- Expertise, Experience and Training Plus Prior Contracting History (25%) – The expertise, experience and training of the consultant and its key personnel and the previous experience with similar work in similar fields and qualifications and depth of staff that will perform the work on this project. This factor includes evaluation of the consultant's prior contracting history, including the review of the consultant's certifications relating to false claims, debarment and civil litigation.

- Project Approach (25%) – The consultant's responsiveness in developing a comprehensive plan while meeting regulatory requirements and the City's specific needs.
- Schedule (40%) – Proposal for completing the project in a timely manner, inclusive of the consultant's ability to identify critical paths for the timely and competent completion of all work contemplated under the RFP.
- Compliance with RFP (10%) – The ability of the consultant to comply with all instructions set forth under this RFP as well as the consultant's ability to agree to all of the terms and conditions of the attached PSA without modification, particularly as relates to indemnification, insurance requirements and standards of care.

**\* Use of the City of Huntington Park City Seal is prohibited.**

**8. SELECTION PROCESS**

A selection committee comprised of the City staff and consultants will review the proposals. Proposals will be ranked on qualifications and the selection committee may choose to interview several of the top ranked consultants. However, at its sole discretion the selection committee may dispense with interviews and select a consultant to perform the work.

- Negotiations regarding a fair and reasonable price will occur subsequent to consultant selection.

**9. REQUIRED FORMAT FOR TECHNICAL PROPOSAL SUBMITTAL**

All proposals shall include the following information and comply with the associated page limit restrictions. Note that 1 page includes the front side of an 8.5" x 11" sheet of paper and the cover does not constitute a page:

**Cover Letter:** Maximum 1-page cover letter signed by an officer of the firm, binding the consultant to all of the commitments made in the submittal. The letter shall include name, address and phone number of the person authorized to represent the consultant and shall include the following Statement:

**I HAVE READ, UNDERSTOOD, AND AGREED TO ALL STATEMENTS IN THIS REQUEST  
FOR PROPOSAL AND ACKNOWLEDGE RECEIPT OF ALL  
ADDENDUMS/AMENDMENTS AS WELL AS TO THE TERMS, CONDITIONS, AND  
ATTACHMENTS REFERENCED.**

**Consultant's Background:** Maximum 2-page background on the consultant and its area(s) of professional expertise relevant to this RFP. An additional 1 page may be included to highlight the background of each proposed subconsultant to be used by the consultant and the specific task(s) or functions the subconsultant will perform.

**Qualifications and Experience of Consultant's Personnel:** Maximum 2-page summary of the relevant work experience, work history, training, education, and special certifications of the consultant's personnel who will be performing the professional services contemplated under this RFP on the consultant's behalf. Briefly discuss the Consultant team's qualification and experience with projects of similar magnitude and nature. Consultants shall provide identical information for all subconsultants performing any of the tasks or services contemplated under this RFP on the consultant's behalf. The summary shall also include the office location of key personnel proposed to work on this contract. Relevant experience can include your company's overall experience, experience with similar projects and the experience of individuals on your proposed team. Show how your experience relates to the demands of this project.

**Project Approach:** Maximum 2-page of the proposed approach to designing this improvement project. The proposer shall explain the way in which the proposer will timely complete all of the tasks called for under this RFP along with any estimate of the time it will take to complete each task. Include a brief overview of the Consultant's understanding of the project. The content will reflect the particular viewpoint of the Consultant.

**Proposed Personnel:** Maximum 3-page resume for key personnel, including subconsultants, which will be performing the majority of the work on this project/contract. Resumes for corporate leadership should not be included unless said individuals will be performing substantial work on this project. The designated Project manager shall be the primary contact with the City during the contract period and shall function in that capacity while employed by the firm. In addition, the City must approve changes of personnel.

**Quality Assurance/Quality Control:** Maximum 2-page brief description of the consultant's approach to implement a Project-specific Quality Control Plan. Describe the major elements and steps of the quality assurance / quality control (QA/QC) program and procedures that will be followed for each deliverable (i.e. engineering discipline review, coordination review, constructability review, QA/QC, control review, etc.).

**References:** Each consultant must include at least 2 public agency references going back not more than five (5) years from the issuance of this RFP in which the consultant was engaged to perform tasks similar to those requested under this RFP. References should place an emphasis on past projects in which the personnel to be used by consultant for this project were deployed. The references should include the name, title and contract information of the public agency officer or employee responsible for overseeing the consultant's work.

**Schedule and Schedule Control:** Maximum 1-page schedule detailing when the specific Tasks will be completed (**Project is time sensitive**). Consultants should factor in additional time that may be

required due to reasonably foreseeable types of delays. The proposal shall identify all critical task sequencing and critical paths required to ensure that the work is timely and completely completed. The consultant shall submit a detailed project schedule outlining the tasks, activities, deliverables, milestone and duration required for the completion and submission of each of the deliverables identified in the Scope of Services. The schedule shall also factor in reasonable review and feedback periods for draft deliverables by City staff as well as any and all legally mandated review and comment period, including those that may be required by third party regulatory agencies.

**Fee Schedule/Cost Proposal:** Maximum 1-page detailed cost estimate for performing specific Tasks identified in the RFP and a schedule of rates for each proposed personnel that may be tasked to complete the project. The Task-specific cost estimate shall include an estimate of the number of hours per staff member by proposed task and clearly identify and hourly rate schedule for proposed staff. The proposal shall include the compensation structure for performing specific services identified in Tasks 1 through 5 (e.g. flat lump sum or hourly rate structure) for each Task. The proposal shall also include costs and expenses related to photocopying, postage, travel, etc. (i.e. Reimbursement expenses, if any). To the extent that a proposal contemplates the use of the subconsultants to perform any one or more of the above described tasks on the consultant's behalf, the proposal shall include a List of Subconsultants identifying all subconsultants and state the fee for each subconsultant in the Fee Schedule under the appropriate Task under which the service will be provided. In so far as the proposer's proposal contemplates an increase in compensation rates or charges prior to the completion of Tasks 1 through 5, and during the term of the portion of the PSA or any extension term the proposal shall clearly indicate when such increases will take effect and by how much.

#### **10. FEE**

The Fee Schedule/Cost Proposal shall be delivered in a separate sealed envelope which is plainly marked on the outside **“CIP 2022-09 Chesley Park”** and addressed to the above-mentioned location. The envelope shall contain the name and address of the consultant clearly marked on the outside. See the fee schedule below and utilize as the guide.

<b>TASKS</b>	<b>ITEM</b>	<b>TOTAL</b>
1	Two (2) Kickoff Scoping Meetings	
2	Six (6) Review Meetings with City	
3	Prepare & Submit 30% Design PS&E: Due September 7, 2023	
4	Prepare & Submit 75% Design PS&E: Due October 12, 2023	
5	Prepare & Submit 100% Design PS&E: Due November 16, 2023	
6	Answer Bidding RFIs/RFCs	
7	Attend Pre-Construction Meeting(s)	
8	Answer Construction RFIs/RFCs	
9	Review Construction Submittals/Shop Drawings	

10	As-Builts/Record Drawings
<b>TOTAL DETAILED FEE SCHEDULE</b>	

\* Mileage, printing, and other external costs should be integrated  
into the costs above

#### **11. QUESTIONS REGARDING THIS RFP**

All questions regarding this RFP must be submitted via email:

Cesar Roldan, Director of Public Works

E-mail: [croldan@hPCA.gov](mailto:croldan@hPCA.gov)

Questions regarding this proposal shall be submitted via email by **5:00 PM, JUNE 30, 2023**. In response to all questions received by this date, City will issue an Addendum on or before **5:00 PM, JULY 6, 2023**. The addendum will be emailed to all RFP recipients on record.

#### **12. PROPOSAL SUBMITTAL PROTOCOL**

In order to be considered in the selection process, interested parties shall submit one (1) hard copy and one (1) electronic copy (flash drive) of their Proposals no later than **2:00 PM, JULY 11, 2023**, to:

City of Huntington Park – City Clerk's Office  
Attn: Cesar Roldan, Director of Public Works  
6550 Miles Avenue  
Huntington Park, CA 90255

Late proposals will not be accepted.

#### **13. PRE-CONTRACTUAL EXPENSES IN RESPONDING TO THE RFP PREPARATION**

The City shall not be liable for any pre-contractual expenses incurred by any consultant or by any selected consultant. Each consultant shall protect, defend, indemnify, and hold harmless the City from any and all liability, claims, or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFP. Pre-contractual expenses are defined as expenses incurred by consultants and the selected consultant, if any, in:

- Preparing and submitting information in response to this RFP
- Negotiations with the City on any matter related to this procurement
- Costs associated with interviews, meetings, travel or presentations
- All other expenses incurred by a consultant prior to the date of award and a formal notice to proceed.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject all responses to this request at any time prior to contract execution, or only award a partial contract for a limited scope of work. The City reserves the right to request or obtain additional information about any and all proposals.

**ATTACHMENTS:**

ATTACHMENT 1 – IMPORTANT DATES

ATTACHMENT 2 – CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT

ATTACHMENT 3 – CITY'S STANDARD INSURANCE REQUIREMENTS

**ATTACHMENT 1 – IMPORTANT DATES**

RFP ISSUED	June 9, 2023
REQUEST FOR INFORMATION DEADLINE: 5:00 PM	June 30, 2023
RELEASE OF INFORMATION REQUESTED: 5:00 PM	July 6, 2023
PROPOSAL DUE DATE/SUBMISSION DEADLINE: 2:00 PM	July 11, 2023
TENTATIVE CITY COUNCIL AWARD DATE	July 18, 2023
APPROXIMATE NOTICE TO PROCEED DATE	July 24, 2023
100% FINAL PS&E TO THE CITY (TENTATIVE)	November 16, 2023

**ATTACHMENT 2 - CITY'S STANDARD PROFESSIONAL SERVICE AGREEMENT**



**PROFESSIONAL SERVICES AGREEMENT**  
(Engagement: [SERVICE BEING PROVIDED])

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this [DATE] (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a California municipal corporation ("CITY") and [NAME OF CONSULTANT], a California Corporation <INSERT OTHER FORM OF ENTITY> (hereinafter, "CONSULTANT"). For the purposes of this Agreement CITY and CONSULTANT are sometimes hereinafter individual referred to as a "Party" and collectively referred to as "Parties."

**RECITALS**

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires professional services from a consultant to [BRIEFLY DESCRIBE THE OCNSULTING SERVICES TO BE PERFORMED].

WHEREAS, on Effective Date, the CITY entered into a Professional Services Agreement (the "Master Agreement") with [NAME OF CONSULTANT] to provide [SERVICES]; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the execution of this Agreement was approved by the Huntington Park City Council at its Regular Meeting of [DATE].

NOW, THEREFORE, for and in consideration of performance by the Parties of the mutual covenants and conditions herein contained, the CITY and CONSULTANT agree as follows:

I.  
ENGAGEMENT TERMS

- 1.1 **SCOPE OF SERVICES:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in that certain document entitled "Scope of Services" and attached hereto as **Exhibit "A"** (hereinafter referred to as the "Scope of Services"). CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and work necessary to competently perform and timely complete the services and tasks as set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 **TERM:** The term of this Agreement shall commence at 12:00 a.m. on the Effective Date. This Agreement shall have an initial term of [NUMBER] years commencing from the Effective Date unless terminated as provided elsewhere in this Agreement (hereinafter, the "Term"). The term of this Agreement shall expire at 11:59 p.m. on [INSERT DATE] (hereinafter, the "Expiration Date"), unless extended by written agreement or terminated in accordance with this Agreement. Upon the conclusion of the Term, this Agreement may be renewed for a [YEARS] year extension term, upon mutual agreement of the Parties and approval from City Council, unless either Party issues written notice sixty (60) days in advance of its intent not to authorize an additional extension term. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause as further set out herein.
- 1.3 **COMPENSATION:** During the term of this Agreement and any extension term provided herein, CONSULTANT shall perform the Services set forth in Section 1.2 above, at the rates of compensation set forth in the Rate Schedule reflected in **Exhibit "B"**. Subject to the CPI Index Adjustment section of **Exhibit "B"**, CONSULTANT further agrees that the total compensation for the Work shall not exceed the sum total of \$ [AMOUNT], (hereinafter, the "Contract Price"), and also not exceed the total sum of \$[AMOUNT] DOLLARS per year /\$[AMOUNT]) per month (hereinafter, the "Base Fee"). CONSULTANT shall not exceed the Contract Price unless such added expenditure is first approved by the CITY Council acting in consultation with the City Manager. In the event CONSULTANT's charges are projected to exceed the Contract Price prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance of any additional Work outside the Work as defined in Exhibit A, pending CITY approval of any anticipated expenditures in excess of the Contract Price or any other CITY-approved amendment to the compensation terms of this Agreement.
- 1.4 **PAYMENT OF COMPENSATION:** On the first of each month, CONSULTANT shall submit to CITY an itemized invoice for that month's Base Fee and indicating the additional services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a

function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall pay any undisputed amounts. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

1.5 **ACCOUNTING RECORDS:** CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the reasonable right to access and examine such records, without charge. CITY shall own and further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.6 **ABANDONMENT BY CONSULTANT:** In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all written materials, including any electronic communications, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.  
PERFORMANCE OF AGREEMENT

2.1 **CITY'S REPRESENTATIVES:** The CITY hereby designates the City Manager (hereinafter, the "CITY Representative") to act as its representative for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representative or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representative or their designee.

2.2 **CONSULTANT REPRESENTATIVE:** CONSULTANT hereby designates [WHO CONSULTANT DESIGNATES] to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the

CONSULTANT Representative shall constitute notice to CONSULTANT. CONSULTANT may, by written notice to CITY, advise CITY of any change in CONSULTANT Representative.

**2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

**2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES:** CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and in accordance with industry standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner in accordance with this Agreement;
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*);
- D. CONSULTANT shall be knowledgeable and subject to CITY ordinances, rules and regulations, standard operating procedures, and the supervisory chain of command;
- E. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. Except as otherwise set forth in this Agreement, all of CONSULTANT's employees and agents (including but not limited to subCONSULTANTS and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with its obligation set out herein or failure on the part of CONSULTANT's employees, agents, CONSULTANTS, subCONSULTANTS and subconsultants to fulfill its obligations herein. Such effort by CONSULTANT to

correct any errors or omissions shall be commenced as soon as reasonably practicable upon their discovery or notice by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing, in accordance with applicable industry standards. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and in accordance with applicable industry standards of CONSULTANT's profession.

**2.5 ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written consent of the CITY, which consent shall not be unreasonably withheld. CITY shall have up to sixty (60) calendar days to consider any proposed assignment by CONSULTANT. CONSULTANT can withhold consent where the CITY determines that the proposed assignee does not have the financial capacity to comply with the terms of this Agreement. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement. CITY shall not be obligated or liable under this Agreement to any party other than CONSULTANT.

**2.6 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONSULTANT:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent CONSULTANT basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax

withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.

2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, CONSULTANTS, subCONSULTANTS or subconsultants fail or refuse to perform the Work in accordance with this Agreement, such officer, employee, agent, CONSULTANT, subCONSULTANT or subconsultant shall be promptly removed by CONSULTANT and shall not be reassigned to perform any of the Work.

2.8 **BUSINESS LICENSE:** Consultant shall obtain a City business license prior to commencing performance under this Agreement.

2.9 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if CONSULTANT is an out-of-stat corporation or LLC, it must be qualified or registered to do business in the State of California pursuant to section 2105 and 17451 of the California Corporations Code. The CITY, its officers and employees shall not be liable at law or equity occasioned by failure of CONSULTANT to comply with this Section. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements. To the extent that any changes in applicable law result in an increase in CONSULTANT's cost of performance, the Parties shall negotiate in good faith to reach a mutually agreeable price adjustment. Should the Parties fail to reach such an agreement within 30 days (or such other agreeable time period) of CONSULTANT's notice to CITY of its increased cost of performance, either Party may terminate this Agreement upon 60 days' written notice.

- I. In the event that water treatment violations occur following the effective date of this Agreement, subject to Sub-Section (b) of Section 7.25 below and the applicable Force Majeure provisions, the CONSULTANT shall, in respect of violations that may be imposed by Applicable Law and to the extent due to CONSULTANT's fault, be responsible for: fines, penalties, or damages. Prior to settlement or payment of any such fines, penalties or damages, the CONSULTANT reserves the right to contest government or private actions, suits or proceedings for violations through administrative procedures or otherwise.
- II. To the extent that violations of applicable laws, rules, regulations or permits are caused by failures in the facilities or causes beyond CONSULTANT's control, including the CITY's failure to approve recommended repairs or maintenance, CONSULTANT will use its best efforts to maximize performance of the Facilities but shall not be responsible for associated violations or damages, fines or penalties which result.

2.10 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subCONSULTANT, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or sexual orientation. CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition or sexual orientation. CONSULTANT will cause the foregoing provision to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

2.11 CONFLICTS OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by CONSULTANT under this Agreement, or which would conflict in any manner with the performance of its services hereunder. During the term of this Agreement, CONSULTANT shall not perform any work for another person or entity for whom CONSULTANT was not working at the Effective Date if both (i) such work would require CONSULTANT to abstain from a decision under this Agreement pursuant to a conflict of interest statute; and (ii) CITY has not consented in writing prior to CONSULTANT'S performance of such work.

2.12 PERSONNEL: CONSULTANT represents that it has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by CONSULTANT or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. CONSULTANT reserves the right to determine the assignment of its own employees to the performance of CONSULTANT'S services under this Agreement, but CITY reserves the right, for good cause, to require CONSULTANT to exclude any employee from performing services on CITY'S premises. <Name of individual> shall be CONSULTANT'S project administrator and shall have direct responsibility for management of CONSULTANT'S performance under this Agreement. No change shall be made in CONSULTANT'S project administrator without CITY'S prior written consent.

2.13 OWNERSHIP OF WRITTEN PRODUCTS: All reports, documents or other written material ("written products") developed by CONSULTANT in the performance of this Agreement shall be and remain the property of CITY without restriction or limitation upon its use or dissemination by CITY. CONSULTANT may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by CONSULTANT.

2.14 CITY RESPONSIBILITIES: During the term of this Agreement, the CITY shall:

- a) obtain and maintain all state, federal, and local permits and licenses required for ownership, operation and maintenance of the Facilities, including without limitation, the CITY's Permits;
- b) comply with Applicable Law relating to the management, ownership, operation, maintenance, repair and replacement of the Facilities (to the extent that the responsibility of complying with those laws is not specifically assumed by the CONSULTANT under this Agreement). The CONSULTANT shall not be responsible for the CITY's failure to comply with any provision of Applicable Law that is not otherwise specifically assumed by the CONSULTANT hereunder.

III.  
INDEPENDENT CONTRACTOR

- 3.1 INDEPENDENT CONSULTANT STATUS: The Parties acknowledge, understand and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent CONSULTANTS and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONSULTANT, and SUBCONSULTANT. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing. Neither the CITY nor any of its elected officials, officers or agents shall have control over the conduct of the CONSULTANT except as expressly set forth in this Agreement. The CONSULTANT shall not at any time or in any manner represent that he is in any manner an elected official, officer, employee or agent of the CITY. Except as provided in this Agreement, CITY shall not pay salary, wages, or other compensation to CONTRACTOR for performance hereunder for CITY. CITY shall not be liable for compensation to CONSULTANT, CONSULTANT'S employees or CONSULTANT'S subcontractors for injury or sickness arising out of performing services hereunder. Further, the CONSULTANT is not entitled to any benefit typically associated with an employee, such as medical, sick leave or vacation benefit.
- 3.2 The parties further acknowledge and agree that nothing in this Agreement shall create or be construed to create a partnership, joint venture, employment relationship or any other relationship except as set forth in this Agreement.
- 3.3 CITY shall not deduct from the compensation paid to CONSULTANT any sums required for Social Security, withholding taxes, FICA, state disability insurance or any other federal, state or local tax or charge which may or may not be in effect or hereinafter enacted or required as a charge or withholding on the compensation paid to CONSULTANT. CITY shall have no responsibility to provide CONSULTANT, its employees or subcontractors with workers' compensation or any other insurance.

IV.  
INSURANCE

4.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:

- A. **Commercial General Liability Insurance:** CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
- B. **Automobile Liability Insurance:** CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California. However, if the CONSULTANT has no employees, for example a sole practitioner or a partner in a firm with only contracted support staff, then Workers' Compensation is not required by the State. CONSULTANT shall the city's form stating they are either the owner of the organization or a partner, and are exempt from the State's workers' compensation requirements because they have no employees and agree to hold the Entity harmless from loss or liability for such. A waiver must be signed.

4.2 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

4.3 The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

4.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and

authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

**4.5 PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

**4.6 WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subCONSULTANTS or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.

**4.7 VERIFICATION OF COVERAGE:** CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

**V.**  
**INDEMNIFICATION**

**5.1** The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to this Agreement subject to Paragraph 5.2 and 5.3. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not

enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.

**5.2 Work of CONSULTANT's Design Professionals Services:** Except for direct claims by the Parties against each other, the duty to indemnify, defend and hold harmless as set forth under this subsection shall apply to the negligence, recklessness or willful misconduct of any individual who qualifies as a "design professional" within the meaning of subsection (c)(2) of section 2782.8 of the California Civil Code in so far as such negligence, recklessness or willful misconduct occurs in the performance work or activities that must be performed by a "design professional." Subject to the limitation of the preceding sentence, to the fullest extent permitted by law, CONSULTANT shall immediately defend and indemnify and hold harmless the CITY Indemnities, defined above, from and against any and all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of the negligence, recklessness, or willful misconduct of CONSULTANT or any of CONSULTANT's officers, employees, servants, agents, CONSULTANTS, subCONSULTANTS or authorized volunteers or any other person or entity involved by, for, or with or on behalf of CONSULTANT in the performance of design professional services under this Agreement. The Parties understand and agree that the duty of CONSULTANT to indemnify, defend and hold harmless pursuant to this subsection includes the duty to defend as set forth in section 2778 of the California Civil Code. CONSULTANT's obligation to indemnify applies except to the extent that it is finally adjudicated that the liability was caused by the active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then CONSULTANT's indemnification obligation shall be reduced in proportion to the established comparative liability.

**5.3 Work of All Other Persons/Non-Design Professionals:** Except for direct claims by the Parties against each other and as otherwise provided under Section 5.2 of this Article, above, to the fullest extent permitted by law, CONSULTANT shall indemnify, defend (with counsel of the CITY'S choosing) and hold harmless the CITY Indemnitees from and against all claims, demands, lawsuits, defense costs, civil, penalties, expenses, causes of action, and judgments at law or in equity, or liability of any kind or nature which the CITY, its elected and appointed boards, officers, officials, employees, agents and volunteers may sustain or incur or which may be imposed upon them for injuries or deaths of persons, or damage to property of every nature arising out of, pertaining to, or caused by CONSULTANT's negligent performance under this Agreement, including but not limited to the negligent acts, errors or omissions of CONSULTANT or CONSULTANT's officers, employees, agents, servants, CONSULTANT, SUBCONSULTANTS or the failure of the same to comply with any of the duties, obligations or standards of care set forth herein. The duty to indemnify, defend and hold harmless under this subsection shall not encompass a duty to indemnify, defend or hold harmless for liability, loss, suit, damage, expense, or cost to the extent caused by the negligence or willful misconduct of any or all of the City Indemnitees. The duty to indemnify, defend and hold harmless as set forth under this

subsection is intended to encompass liabilities, losses, damages, expense and costs not otherwise subject to subsection 4.2, above.

- 5.4 CONSULTANT shall reimburse CITY Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 5.5 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 5.6 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subCONSULTANT or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subCONSULTANTS or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 5.7 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 5.8 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 5.9 PERS ELIGIBILITY INDEMNITY: In the event that the CONSULTANT or any employee, agent, or subcontractor of the CONSULTANT providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the CITY, the CONSULTANT shall indemnify, defend,

and hold harmless the CITY for the payment of any employee and/or employer contributions for PERS benefits on behalf of the CONSULTANT or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the CITY. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, the CONSULTANT and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the CITY, including but not limited to eligibility to enroll in PERS as an employee of the CITY and entitlement to any contribution to be paid by the CITY for employer contribution and/or employee contributions for PERS benefits.

**VI.**  
**TERMINATION**

**6.1 TERMINATION WITHOUT CAUSE:** CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. CONSULTANT shall have the right to terminate this Agreement for any reason on sixty (60) calendar days' written notice CITY. CONSULTANT'S notice of termination without cause shall specify the effective date of such termination, which effective date shall not be less than 90 days from the written notice. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 6.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

**6.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:**

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 6.2.B and 6.2.C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event

of Default within the applicable cure period or any extended cure period allowed under this Agreement.

**B. CONSULTANT** shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 6.2B.ii that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violate any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any material covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

**C. CITY** shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior

to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

- D. Either Party may also immediately suspend performance under this Agreement pending the Defaulting Party's cure of any Event of Default by giving said Party written notice of the Party's intent to suspend performance (hereinafter, a "Suspension Notice"). A Party may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT in accordance with this Agreement up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon a thirty (30) day written notice to CONSULTANT, the CITY may terminate this Agreement in whole or in part;
  - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

6.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VII.  
MISCELLANEOUS PROVISIONS

7.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all materials, equipment, reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subCONSULTANTS and subCONSULTANT working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subCONSULTANT or subCONSULTANT as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

7.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

7.3 NON-LIABILITY OF OFFICIAL AND EMPLOYEES OF THE CITY: No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount which may become due to CONSULTANT.

**7.4 WARRANTIES:** Each of the Parties represents and warrants to one another as follows:

- A. It has received independent legal advice from its attorneys with respect to the advisability of entering into and executing this Agreement;
- B. In executing this Agreement, it has carefully read this Agreement, knows the contents thereof, and has relied solely on the statements expressly set forth herein and has placed no reliance whatsoever on any statement, representation, or promise of any other party, or any other person or entity, not expressly set forth herein, nor upon the failure of any other party or any other person or entity to make any statement, representation or disclosure of any matter whatsoever; and
- C. It is agreed that each party has the full right and authority to enter into this agreement, and that the person executing this Agreement on behalf of either party has the full right and authority to fully commit and bind such party to the provisions of this Agreement.

**7.5 FALSE CLAIMS ACT:** CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

**7.6 NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**  
[NAME AND ADDRESS]

**CITY:**  
City of Huntington Park  
[DEPARTMENT]  
6550 Mile Avenue  
Huntington Park, CA 90255  
Attn: [REP FOR CITY, TITLE]  
Phone: (626) XXXXX  
Fax: (626) XXXXX

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

**7.7 COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is

reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.

7.8 **SUBCONTRACTING:** CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with subCONSULTANTS), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement with the exception of provisions relating to insurance requirements and indemnification.

7.9 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** CITY reserves the right to employ other CONSULTANTS in connection with the various projects worked upon by CONSULTANT.

7.10 **PROHIBITED INTERESTS:** CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

7.11 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.

7.12 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, the venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

7.13 **ATTORNEYS' FEES:** If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

7.14 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.

7.15 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

7.16 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

7.17 **SEVERABILITY:** If any section, subsection, sentence, clause or phrases of this Agreement, or the application thereof to any of the Parties, is for any reason declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and may be enforced by the Parties to the Agreement.

7.18 **NON-WAIVER:** The waiver by CITY or CONSULTANT of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term covenant or condition herein contained. In no event shall the making by CITY of any payment to CONSULTANT constitute or be construed as a waiver by CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by CITY with regard to such breach or default. No term, covenant or condition of this Agreement shall be deemed to have been waived by CITY or CONSULTANT unless in writing.

7.19 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

7.20 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

7.21 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

7.22 **MISCELLANEOUS:**

- A. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender, and the neuter and vice versa.
- B. The representations and warranties made by the Parties to this Agreement shall survive the consummation of the transaction herein described.
- C. The respective duties and obligations of the Parties hereunder shall be suspended while and so long as performance hereto is prevented or impeded by strikes, disturbances, riots, fire, severe weather, government action, war acts, acts of God, or any other cause similar or dissimilar to the foregoing which are beyond the control of the party from whom the affected performance was due.

D. Each Party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed against any Party on the basis such Party drafted this Agreement or any provision within it.

7.23 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.

7.24 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the two remaining counterparts shall remain with the City for archiving and day-to-day reference by the department responsible for administering the Agreement on the City's behalf.

7.25 Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable for punitive damages.

7.26 **FORCE MAJEURE:** A party's performance of any obligation under this Agreement shall be excused if, and to the extent that, the party is unable to perform because of any event of Force Majeure. In any such event, the party unable to perform shall be required to resume performance of its obligations under this Agreement upon the termination of the event or cause that excused performance hereunder. "Force Majeure" herein means an event which is beyond the reasonable control of a party, including without limitation: (a) acts of God; (b) flood, fire, earthquake, hurricane or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority that prevents CONSULTANT from performing its obligations as set forth in this Agreement; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees;] (i) shortage of adequate power or transportation facilities.

**[SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CITY OF HUNTINGTON PARK:** [NAME OF CONSULTANT]

By: \_\_\_\_\_  
[REP FOR CITY]  
[TITLE]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF WORK**  
(SEE ATTACHED)

**ATTACHMENT 3 - CITY'S STANDARD INSURANCE REQUIREMENTS**



Office of the City Clerk

**INSURANCE REQUIREMENTS**

The City of Huntington Park requires that applicants must submit to the Office of the City Clerk proof of Liability Insurance in the following amounts.

Coverage shall be at least as broad as:

- **General Liability** – Minimum Limits of: *(Pending Event)*
  - \$1,000,000 per occurrence and \$2,000,000 general aggregate;
  - \$2,000,000 per occurrence and \$4,000,000 general aggregate; or
  - Other: \_\_\_\_\_

for bodily injury, personal injury and property damage, including operations, products and completed operations
- **Automobile Liability** – if vendor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than \$1,000,000 per accident for bodily injury and property damage. (Note – required only if auto is used in performance of work)
- **Workers Compensation** – required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Note – required only if vendor has employees)

*\*Special Events serving/selling alcohol must also include Liquor Liability (limits will vary depending on event type)*

The General Liability policy is to contain, or to be endorsed to contain the following:

- The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds.

Special Event Holder or Permittee shall hold harmless, defend and indemnify Entity and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Entity.

**Certificate Holder:**

- City of Huntington Park, 6550 Miles Avenue, Huntington Park, CA 90255

**Acceptability of Insurers:**

- Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.

A typed legible name of the Authorized representative must accompany the signature on the certificate of insurance and/or the true and certified copy of the policy

**THE ENDORSEMENT PAGE MUST ACCOMPANY THE ACORD FORM  
CERTIFICATE OF LIABILITY.**

SUBJECT TO CHANGE ACCORDING TO EVENT

	<p><b>CERTIFICATE OF LIABILITY INSURANCE</b></p> <p>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.</p> <p>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 the certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>																																																												
PRODUCER	DATE	DATE (MM/DD/YYYY)																																																											
<p>Agent or Broker Name &amp; Address</p>		<p>Must have a Contact Name &amp; Phone number or email address</p>																																																											
<p>INSURED</p> <p>Insured Name &amp; Address</p>																																																													
<p>COVERAGES</p>		<p>INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____</p>	<p>INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____</p>	<p>MAC B</p>																																																									
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<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 961, Additional Vehicles Schedule, may be attached if more space is required)</p>		<p>"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."</p>																																																											
<p>CERTIFICATE HOLDER</p> <p>City of Huntington Park 6550 Miles Avenue Huntington Park, CA 90255</p>		<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><b>SIGNATURE</b></p>																																																											
<p>ACORD 25 (2016/03)</p>		<p>© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD.</p>																																																											
<p>Must be in ACCORD 25 (2016/03) or ACCORD 25 (2014/01) any other form will NOT be acceptable</p>																																																													

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

"The City of Huntington Park, its officers, officials, employees, and volunteers are to be covered as additional insureds."

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

a. The insurance afforded to such additional insured only applies to the extent permitted by law; and

b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or  
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## ITEM 5

# CITY OF HUNTINGTON PARK

Public Works Department  
City Council Agenda Report



June 6, 2023

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE TWO UTILITY SERVICE TRUCKS**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Authorize staff to proceed with the advertisement of the Request for Proposal (RFP) to purchase two utility trucks.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Public Works Department is requesting to purchase two utility trucks for use by staff in support of all related construction and maintenance improvements throughout the City. Many of our fleet vehicles will be surplused due to age, high mileage usage and the lack of parts necessary to make safety repairs. Routine service and maintenance are critical to the long-term performance of our vehicles, though continual maintenance and repairs of our fleet makes it difficult.

Staff will take into consideration the following specifications and criteria when evaluating proposals:

- 2023-2024 models
- 4 cylinders
- Non-hybrid
- Regular cab
- White color
- Rear wheel drive
- Automatic transmission
- Power windows
- Heating and air conditioning

# **CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FROM QUALIFIED VENDORS TO PURCHASE TWO UTILITY SERVICE TRUCKS**

June 6, 2023

Page 2 of 2

## **LEGAL REQUIREMENT**

The City Clerk shall process the notice for the request for proposal and shall be published at least once in a newspaper of general circulation, which publication shall be made at least 10 days before the proposals are received. The time and location to submit proposals shall also be placed within the published RFP. Once proposals are submitted and reviewed, staff will come back to the City Council with a recommendation to award at the July 18, 2023 City Council meeting.

## **FISCAL IMPACT/FINANCING**

The anticipated one-time capital purchase expense and associated equipment is approximately \$76,000 payable from Account No. 111-8023-451.56-43 (Balance of \$51,253) and Account No. 111-8010-415.56-41 (Balance of \$28,926). As soon as staff evaluates all proposals, a recommendation will be made at a future city council meeting and include a well-defined structured budget.

## **CONCLUSION**

Upon Council approval, staff will proceed with the recommended actions.

Respectfully submitted,



RICARDO REYES  
City Manager



CESAR ROLDAN  
Director of Public Works

## ITEM 6



# CITY OF HUNTINGTON PARK

Department of Public Works  
City Council Agenda Report

June 6, 2023

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

**CONSIDERATION AND ACCEPTANCE OF AMENDMENT NO. 1 TO THE  
PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE  
GRANT AGREEMENT NO. SWRCB0000000000D2012542**

**IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Accept an additional amount of \$331,057 in Proposition 68 Groundwater funds from the California State Water Resources Control Board for the operation and maintenance of Well No. 15; and
2. Authorize the City Manager to execute Amendment No. 1 of Proposition 68 Groundwater Annual Operation and Maintenance Grant Agreement No. SWRCB0000000000D2012542.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (commonly referred to as Proposition 68), Chapter 11.1 Groundwater Sustainability (Chapter 11.1), allocates \$80 million for grants for treatment and remediation activities that prevent or reduce the contamination of groundwater that serves as a source of drinking water. The State Water Board's Division of Financial Assistance (DFA) administers the program.

At the regularly scheduled July 7, 2020 City Council meeting, the City Council authorized staff to submit the California State Water Resources Control Board Proposition 68 Groundwater Treatment and Remediation Grant Program Application. The grant is primarily for operations and maintenance (O&M) of existing treatment and remediation facilities that prevent or reduce contamination of groundwater that serves as a source of drinking water. Contamination must be the result of a discharge of a waste (not naturally occurring).

**CONSIDERATION AND ACCEPTANCE OF AMENDMENT NO. 1 TO THE  
PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE  
GRANT AGREEMENT NO. SWRCB0000000000D2012542**

June 6, 2023

Page 2 of 3

The City submitted the application demonstrating that Well 15 (located north of Saturn Avenue and east of Alameda Street) would qualify under the Prop 68 eligible guidelines. Treatment and remediation of Well 15 facilities benefit the region by mitigating in the reduction and prevention of groundwater contamination.

The City was the recipient of the grant to offset Well 15 O&M costs. Eligible costs include the O&M costs for existing treatment and remediation system that prevents and reduces contamination of the groundwater that serves as a source of drinking water, including but not limited to; permitting, monitoring, reporting, utility bills, chemicals, replacement or changeout of existing equipment and plant operator.

**LEGAL AND PROGRAM REQUIREMENTS**

This Grant Agreement executed by the State Water Board on June 7, 2021, is hereby amended as of April 4, 2023 to increase the project funding amount, to revise the work completion date, the final reimbursement request date, the record retention end date. Attachment 1, including the body of the agreement and Exhibits A, B, and C (deletions shown as stricken and revisions in bold and underlined). Except for all stricken language in Amendment No. 1, as noted therein, all other terms and conditions shall remain the same.

**FISCAL IMPACT/FINANCING**

The State Water Board awarded the City \$456,300 for the O&M of Well 15, which qualifies as a project that serves a severely disadvantaged communities (SDACs) (Pub. Resource Code, § 80008, subd. (a)(1)). An additional amount of \$331,057 is allotted to the City, for a total amount of \$787,357.

Final reimbursement request is March 31, 2026. Approval of the recommended action will have no adverse fiscal impact to the General Fund or the Water Fund and will temporally alleviate City funds for O&M costs at Well 15.

**CONCLUSION**

Upon City Council approval, staff will proceed with the recommended actions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John Doe".

**CONSIDERATION AND ACCEPTANCE OF AMENDMENT NO. 1 TO THE  
PROPOSITION 68 GROUNDWATER ANNUAL OPERATION AND MAINTENANCE  
GRANT AGREEMENT NO. SWRCB0000000000D2012542**

June 6, 2023

Page 3 of 3

City Manager

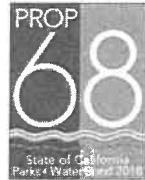


CESAR ROLDAN  
Director of Public Works

**ATTACHMENT(S)**

1. Amendment No. 1 – Agreement No. SWRCB D2012542

## ATTACHMENT "A"



PROPOSITION 68  
GROUNDWATER

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CITY OF HUNTINGTON PARK  
AND  
CALIFORNIA STATE WATER RESOURCES CONTROL BOARD



OPERATIONS AND MAINTENANCE  
GRANT

WELL 15 ANNUAL OPERATIONS AND MAINTENANCE

AGREEMENT NO. SWRCB0000000000D2012542

**AMENDMENT 1**

PROJECT FUNDING AMOUNT: \$456,300\$787,357

ELIGIBLE WORK START DATE: JULY 1, 2018  
WORK COMPLETION DATE: FEBRUARY 28, 2023FEBRUARY 28, 2026  
FINAL REIMBURSEMENT REQUEST DATE: MARCH 31, 2023MARCH 31, 2026  
RECORDS RETENTION END DATE: FEBRUARY 28, 2059FEBRUARY 28, 2062

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**This Grant Agreement executed by the State Water Board on June 7, 2021, is hereby amended as of April 4, 2023 to increase the Project Funding Amount, to revise the Work Completion Date, the Final Reimbursement Request Date, the Record Retention End Date, the body of the agreement and Exhibits A, B, and C (deletions shown as stricken and revisions in bold and underlined). Except as noted herein all other terms and conditions shall remain the same.**

## AGREEMENT

### 1. AUTHORITY.

The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to Section 80141 of the Public Resources Code, and Resolution No. 2019-0041.

### 2. INTENTION.

- (a) The Recipient desires to receive financial assistance for and undertake work required for the groundwater operations and maintenance project (Project) set forth on the Cover Page and described in Exhibit A of this Agreement from the State Water Board according to the terms and conditions set forth in this Agreement.
- (b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the Project Funding Amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

### 3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

- (a) The State Water Board hereby makes a grant to the Recipient in accordance with the provisions of this Agreement.
- (b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:
  - (1) The Recipient must deliver to the Division a resolution authorizing the Recipient to enter into this Agreement and identifying its Authorized Representative by title.
- (c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Records Retention End Date.
- (d) This Agreement includes the following exhibits and attachments thereto:

EXHIBIT A – SCOPE OF WORK  
EXHIBIT B – FUNDING TERMS  
EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS  
EXHIBIT D – SPECIAL CONDITIONS

#### 4. PARTY CONTACTS

The Party Contacts during the term of this Agreement are:

State Water Board		City of Huntington Park	
Section:	Division of Financial Assistance		
Name:	<u>Aparieet Rangi</u> <u>Robin Guillot</u> , Project Manager	Name:	Ricardo Reyes, Project Director
Address:	1001 I Street, 17 <sup>th</sup> Floor	Address:	6550 Miles Avenue
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Huntington Park, CA 90255
Phone:	<u>(916) 319-8255</u> <u>(916) 319-8259</u>	Phone:	(323) 584-6161
Fax:	<u>(916) 351-5708</u>	Fax:	N/A
Email:	<u>Aparieet.Rangi@waterboards.ca.gov</u> <u>Robin.Guillot@waterboardsa.ca.gov</u>	Email:	<u>rreyes@h pca.gov</u>

Direct inquiries to:

State Water Board		City of Huntington Park	
Section:	Division of Financial Assistance		
Name:	<u>Program Analyst, Brittani Evans</u> <u>Cassandra Fujii, Program Analyst</u>	Name:	Cesar Roldan, Grant Contact
Address:	1001 I Street, 17th Floor	Address:	6550 Miles Avenue
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	Huntington Park, CA 90255
Phone:	<u>(916) 341-5930</u> <u>(916) 322-6223</u>	Phone:	(323) 584-6320
Fax:	<u>(916) 341-5296</u>	Fax:	N/A
Email:	<u>Brittani.Evans@waterboards.ca.gov</u> <u>Cassandra.Fujii@waterboards.ca.gov</u>	Email:	<u>croldan@h pca.gov</u>

The Recipient may change its Project Director upon written notice to the Project Manager, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Project Director of any changes to its Party Contacts.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

#### 5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of

accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

“Agreement” means this agreement, including all exhibits and attachments hereto.

“Authorized Representative” means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient’s authorizing resolution that designates the authorized representative by title.

“Cover Page” means the front page of this Agreement.

“Days” means calendar days unless otherwise expressly indicated.

“Deputy Director” means the Deputy Director of the Division.

“District Office” means District Office of the Division of Drinking Water of the State Water Board.

“Division” means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

“Division of Drinking Water” means the Division of Drinking Water of the State Water Board.

“Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any costs may be incurred and eligible for reimbursement hereunder.

“Event of Default” means the occurrence of any of the following events:

- a) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
- b) A material adverse change in the condition of the Recipient, which the Division reasonably determines would materially impair the Recipient’s ability to satisfy its obligations under this Agreement;
- c) Failure to operate the Project without the Division’s approval;
- d) Failure by the Recipient to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
- e) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient’s property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient’s entering into a general assignment for the benefit of creditors; the initiation of resolutions or

proceedings to terminate the Recipient's existence, or any action in furtherance of any of the foregoing;

- f) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code; or
- g) Loss of the Recipient's rights, licenses, permits, or privileges necessary for the operation of the Project, or the occurrence of any material restraint on the Recipient's enterprise by a government agency or court order.

"Facility" means the facility, for which funding is being provided to operate, maintain, and/or improve, as further described in Appendix A. The Facility includes existing components and new components constructed as part of this Project.

"Final Reimbursement Request Date" means the date set forth on the Cover Page of this Agreement, after which date, no further reimbursements or disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Grant Contact" means the employee of the Recipient who has been delegated by the Project Director to oversee the day-to-day activities of the Project. The Grant Contact is set forth in Section 4 of this Agreement.

"Guidelines" means the State Water Board's "Proposition 68 Groundwater Treatment and Remediation Grant Program Funding Guidelines" in effect as of the execution date of this Agreement.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Match Funds" means funds provided by the Recipient towards the Project Costs incurred on or after June 5, 2018. Funds spent on ineligible Project Costs are not Match Funds.

"Material Obligation" means an obligation of the Recipient that is material to this transaction.

“Party Contact” means, for the Recipient, the Authorized Representative of the Recipient or any designee of the Authorized Representative, and, for the State Water Board, the Division staff set forth in Section 4 of this Agreement.

“Project” means the Project funded by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

“Project Completion” means, as determined by the Division, that the Project is complete to the reasonable satisfaction of the Division.

“Project Costs” means the incurred costs of the Recipient which are eligible for funding under this Agreement, pursuant to applicable statutes, policy, regulation, or guidelines.

“Project Director” means an employee of the Recipient designated by the Authorized Representative to be responsible for the overall management of the administrative and technical aspects of the executed Agreement. The Project Director is set forth in Section 4 of this Agreement.

“Project Funding Amount” means the maximum amount payable under this Agreement, as set forth on the Cover Page.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Project Manager” means the person designated by the State Water Board to manage performance of this Agreement. The Project Manager is set forth in Section 4 of this Agreement. The term “Grant Manager” in the Guidelines refers to the Project Manager herein.

“Recipient” means City of Huntington Park.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Regional Water Quality Control Board” or “Regional Water Board” means the appropriate Regional Water Quality Control Board.

“Reimbursement Period” means the period during which Project Funds may be disbursed.

“Reimbursement Request” means the Recipient’s request for Project Funds from the State Water Board as set forth in Exhibit B.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

“Work Completion” means the Recipient’s submittal of all work set forth under Exhibit A for review and approval by the Division.

“Work Completion Date” means the date set forth on the Cover Page of this Agreement and is the last date on which Project Costs may be incurred under this Agreement.

"Year" means calendar year unless otherwise expressly indicated.

**6. SIGNATURE.**

**This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.**

IN WITNESS WHEREOF, this Agreement **Amendment** has been executed by the parties hereto.

**CITY OF HUNTINGTON PARK:**

By: \_\_\_\_\_  
Name: Ricardo Reyes  
Title: City Manager

Date: \_\_\_\_\_

**STATE WATER RESOURCES CONTROL BOARD:**

By: \_\_\_\_\_  
Name: Joe Karkoski  
Title: Deputy Director  
Division of Financial Assistance

Date: \_\_\_\_\_

## EXHIBIT A – SCOPE OF WORK

### A.1 PROJECT DESCRIPTION AND SCOPE OF WORK.

- (a) The Project is for the benefit of the Recipient. The funding under this Agreement is for the purpose of operating and maintaining Well 15 in the existing Huntington Park Treatment Facility (Facility), which is located within the Central Basin. This Facility is an existing treatment facility that treats extracted groundwater which is impacted by volatile organic compounds (VOCs). By extracting and treating groundwater for potable use, the Facility removes VOC contamination from the aquifer.
- (b) Scope of Work

The Recipient agrees to do the following:

1. Project Management
  - 1.1 Provide all technical and administrative services as needed for Project completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to ensure the Project is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
  - 1.2 Notify the Project Manager at least fifteen (15) working days in advance of upcoming meetings, workshops, trainings, and non-routine fieldwork activities.
  - 1.3 Develop and update appropriately a detailed Project schedule, including key Project milestones, and submit to the Project Manager.
  - 1.4 Conduct periodic and final site visits with the Project Manager and other staff designated by the Division.
  - 1.5 Conduct photo monitoring at the Project site and submit to the Project Manager.
2. General Compliance Requirements/Project Effectiveness and Performance
  - 2.1 Submit Global Positioning System (GPS) information and survey data for project site(s) and monitoring location(s) for this Project to the Project Manager. Submittal requirements for GPS data are available at: [https://www.waterboards.ca.gov/water\\_issues/programs/grants\\_loans/grant\\_info/docs/gps.pdf](https://www.waterboards.ca.gov/water_issues/programs/grants_loans/grant_info/docs/gps.pdf).
  - 2.2 Submit a Monitoring and Reporting Plan (MRP) that addresses performance monitoring for the duration of the Project. Submit the MRP to the Project Manager for approval. The MRP may be submitted as separate documents or in one report and shall include the following:

- 2.2.1 A Monitoring Plan (MP) that includes the following sections:
  - 2.2.1.1 Purpose: Describe the methods used to measure, evaluate and document performance of the remediation and treatment system(s).
  - 2.2.1.2 Project Area: Provide a map and narrative description of the location of the Project, and location of monitoring wells, if applicable, and production wells that are being sampled to achieve the purpose of the MP.
  - 2.2.1.3 Sampling Plan: Describe the sampling and analytical methods to be used, selection of monitoring locations, frequency of monitoring, and process to make any necessary changes to achieve the purpose of the MP.
  - 2.2.1.4 Field Procedures: Provide a description of field procedures including sample collection methods, equipment decontamination, sample identification and handling, and documentation procedures.
- 2.2.2 A Project Assessment and Evaluation Plan (PAEP) which describes how the Project performance will be assessed, evaluated, and reported. The PAEP must establish current groundwater quality conditions for the Project area and detail the Project's goals, desired outcomes, purpose and objectives, and the methods of measuring and reporting Project benefits.
- 2.2.3 Prepare, maintain, and implement a Quality Assurance Project Plan (QAPP).
- 2.3 Monitor Project effectiveness in accordance with the approved MRP.
  - 2.3.1 Conduct the monitoring in accordance with the approved MRP and include the results in the associated quarterly progress report. A summary of all Project effectiveness monitoring and data analysis shall be included in the Final Project Report.
- 2.4 Prepare and upload all groundwater analytical data collected in accordance with the MRP, to the State Water Board's GeoTracker/ Groundwater Ambient Monitoring and Assessment (GAMA) system in Electronic Deliverable Format (EDF). Locational information for these sampling points shall be submitted using the GEO\_XY file. Contact the Project Manager to obtain a Global ID prior to collecting samples.
  - 2.4.1 Upload other data related to the design and development of the Project that is not presently available on GeoTracker/GAMA. This may include reports, figures, maps and geographic information system (GIS) data. Submit an annotated list of reviewed data and reports to the Project Manager.

3. Environmental Compliance and Permitting

3.1 Obtain all public agency approvals, entitlements, or permits required for Project implementation. If the Project is carried out on lands not owned by the Recipient, the Recipient shall obtain adequate rights of way for the useful life of the Project.

4. Operations and Maintenance (O&M)

4.1 Complete eligible and necessary Project-related O&M tasks. The types of eligible costs associated with this work include, but not necessarily limited to: permitting, monitoring, reporting, utility bills, chemicals, replacement or changeout of existing equipment or media, brine disposal, and plant operator(s).

**A.2 STANDARD PROJECT REQUIREMENTS.**

**A.2.1 Acknowledgements.**

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board. The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

**A.2.2 Reports.**

**A.2.2.1 Progress Reports.**

The Recipient shall submit quarterly progress reports, using a format provided by the Project Manager, within forty-five (45) days following the end of the calendar quarter (March, June, September, and December) to the Project Manager. Progress reports shall provide a brief description of activities that have occurred, milestones achieved, monitoring results (if applicable), and any problems encountered in the performance of the work under this Agreement during the applicable reporting period. Reporting shall be required even if no Project-related activities occurred during the reporting period. The Recipient shall document all activities and expenditures in progress reports, including work performed by contractors.

**A.2.2.2 Draft and Final Project Report and Project Summary.**

(a) At the conclusion of the Project, the Recipient must submit the following to the Project Manager:

(1) Draft Final Project Report. Prepare and submit to the Project Manager, for review and comment, a draft Final Project Report in a format provided by the Project Manager that shall include the following information, as well as information set forth in the Scope of Work, above:

- a. Description of the water quality problem the Project sought to address,
- b. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and
- c. Summary of compliance with applicable environmental conditions.

(2) Final Project Report. Prepare a Final Project Report that addresses, to the extent feasible, comments made by the Project Manager on the draft Final Project Report. Submit one (1) reproducible master copy and an electronic copy of the final. Upload an electronic copy of the Final Project Report in pdf format to the Financial Assistance Application Submittal Tool (FAAST) system (available at <https://faast.waterboards.ca.gov/>).

(3) Final Project Summary. Prepare a brief summary of the information contained in the Final Project Report, using a format provided by the Project Manager. Include accomplishments, recommendations, and lessons learned, as appropriate. Upload an electronic copy of the Final Project Summary in pdf format to the FAAST system.

(b) If the Recipient fails to submit a timely Final Project Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold reimbursements under this Agreement or other agreements, and begin administrative proceedings.

**A.2.2.3 As Needed Reports.**

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the State or federal government.

**A.2.3 Signage.**

The Recipient shall place a sign at least four (4) feet tall by eight (8) feet wide made of  $\frac{3}{4}$  inch-thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of project implementation. The sign must include the following disclosure statement and color logos (available from the Division):

(a)



(b)

"Funding for this Well 15 Annual Operations and Maintenance project has been provided in full or in part by Proposition 68 – the California, Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All

Act of 2018 through an agreement with the State Water Resources Control Board."

- (c) The Project sign may include another agency's required promotional information so long as the above logos and disclosure statement are equally prominent on the sign. The sign shall be prepared in a professional manner.

**A.3. DATES AND DELIVERABLES.**

- (a) Time is of the essence.
- (b) The Recipient must expeditiously proceed with and complete the Project.
- (c) The following dates are established as on the Cover Page of this Agreement:
  - (1) Eligible Work Start Date
  - (2) Work Completion Date
  - (3) Final Reimbursement Request Date
  - (4) Records Retention End Date
- (d) The Recipient must begin work timely.
- (e) The Recipient must deliver any request for amendment no fewer than one hundred twenty (120) days prior to the Work Completion date.
- (f) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final Reimbursement Request to the Division on or before the Final Reimbursement Request Date, ~~unless prior approval has been granted by the Division.~~
- (g) Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

**A.4 SUBMITTAL SCHEDULE**

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. However, the dates in the "Estimated Due Date" column of this table may be adjusted as necessary during the Reimbursement Period with Project Manager approval. All work or submittals must be achieved with relevant submittals approved by the Division prior to the Work Completion Date, and the final Reimbursement Request submitted, prior to the Final Reimbursement Request Date set forth on the Cover Page. As applicable for specific deliverables, the Recipient shall plan adequate time to solicit, receive, and address comments prior to submitting the final deliverable.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
<b>EXHIBIT A – SCOPE OF WORK</b>			
1.	Project Management		
1.2	Notification of Upcoming Meetings, Workshops, and Trainings		Ongoing
1.3	Detailed Project Schedule	60 Days After Execution	
1.4	Periodic and Final Site Visits		As Needed
1.5	Photo Documentation		Ongoing
2.	General Compliance Requirements/Project Effectiveness and Performance		
2.1	Global Positioning System (GPS) Information	90 Days After Execution <u>Complete</u>	
2.2	Monitoring and Reporting Plan (MRP)		September 2021 <u>January 2024</u>
2.2.1	Monitoring Plan (MP)		July 2021 <u>October 2023</u>
2.2.2	Project Assessment and Evaluation Plan (PAEP)		August 2021 <u>November 2023</u>
2.2.3	Quality Assurance Project Plan (QAPP)		September 2021 <u>January 2024</u>
2.4.1	Annotated List of Data and Reports		Ongoing
<b>A.2.2 – REPORTS</b>			
A.2.2.1	Progress Reports	Quarterly	
A.2.2.2(a)(1)	Draft Final Project Report	December 31, 2022 <u>December 31, 2025</u>	
ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
A.2.2.2(a)(2)	Final Project Report	January 31, 2023 <u>January 31, 2026</u>	
A.2.2.2(a)(3)	Final Project Summary	Before Work Completion Date	

A.2.2.3	As Needed Information or Reports		As Needed
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EXHIBIT B – FUNDING TERMS

B.1.7(b)(6)	Final Reimbursement Request	<del>March 31, 2023</del> <b><u>March 31, 2026</u></b>	
B.1.7(d)(e)	Reimbursement Requests	Quarterly	

## EXHIBIT B – FUNDING TERMS

### B.1 FUNDING AMOUNTS AND DISBURSEMENTS

#### B.1.1 Funding Contingency and Other Sources.

- (a) If this Agreement's funding for any Fiscal Year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.
- (b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board.

#### B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project is ~~FOUR HUNDRED FIFTY-SIX THOUSAND THREE HUNDRED DOLLARS (\$456,300)~~**SEVEN HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED FIFTY-SEVEN DOLLARS (\$787,357)**.

#### B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

#### B.1.4 Match Funds.

- (a) The Recipient agrees to provide Match Funds in the amount of ZERO DOLLARS (\$0).
- (b) This Match Funds amount is based on the budget, funding sources, and amounts submitted by the Recipient in its application and during the negotiation of this Agreement. Any Match Funds changes or adjustments requested by the Recipient must be approved, in advance and in writing, by the Project Manager and may require an amendment to this Agreement.

**B.1.5 Budget Costs.**

Budget costs are contained in the Project Cost Table below:

LINE ITEM	PROJECT FUNDS	MATCH FUNDS*	TOTAL PROJECT COSTS
Direct Project Administration Costs	\$29,710 <u><b>\$51,266</b></u>	\$0	\$29,710 <u><b>\$51,266</b></u>
Planning/Design/Engineering/Environmental	\$0	\$0	\$0
Implementation	\$426,590 <u><b>\$736,091</b></u>	\$0	\$426,590 <u><b>\$736,091</b></u>
Monitoring/Performance	\$0	\$0	\$0
Education/Outreach	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$456,300 <u><b>\$787,357</b></u></b>	<b>\$0</b>	<b>\$456,300 <u><b>\$787,357</b></u></b>

\*Match reduced. The Project benefits a disadvantaged community.

- (a) Subject to the prior review and approval of the Project Manager, adjustments between existing line items may be used to defray allowable direct costs up to fifteen percent (15%) of the total Project Funding Amount, including any amendment(s) thereto. Line Item adjustments approved by the Project Manager must be de minimis, less than fifteen percent (15%) of the total Project Funding Amount and may not include any changes to the Scope of Work. Line item adjustments in excess of fifteen percent (15%) or line item adjustments that result in a change to the scope of work will require an Agreement amendment. If the detailed budget includes an amount for the Recipient's personnel costs, that amount is based on the hours, classifications, and rates submitted by the Recipient in its application. Any changes to the hours, classifications, and rates must be approved, in advance and in writing, by the Project Manager.
- (b) The Recipient may submit a request for an adjustment in writing to the Project Manager. Such adjustment may not increase or decrease the total Project Funding Amount. The Recipient shall submit a copy of the original Agreement budget sheet reflecting the requested changes and shall note proposed changes by striking out the original amount(s) followed with proposed change(s) in bold and underlined. Budget adjustments deleting a budget line item or adding a new budget line item shall require a formal amendment. The Division may also propose budget adjustments.
- (c) The sum of adjusted line items shall not exceed the Project Funding Amount.

(d) In the event the Recipient does not submit Reimbursement Requests for all funds encumbered under this Agreement by the Final Reimbursement Request Date, any remaining funds revert to the State. The State Water Board may notify the Recipient that the project file is closed, and any remaining balance will be disencumbered and unavailable for further use under the Agreement.

**B.1.6 Contingent Disbursement.**

- (a) Notwithstanding any other provision of this Agreement, the Recipient agrees that the State Water Board may retain an amount equal to ten percent (10%) of the Project Funding Amount until Project Completion. Any retained amounts due to the Recipient will be promptly disbursed to the Recipient, without interest, upon Project Completion.
- (b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.
- (c) Project Funds may not include the Recipient's Indirect Costs. Any Reimbursement Request submitted including such costs will cause that Reimbursement Request, in its entirety, to be disputed and will not be paid until the dispute is resolved.
- (d) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason including, but not limited to, failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.
- (e) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.
- (f) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

**B.1.7 Reimbursement Procedure.**

Except as may be otherwise provided in this Agreement, reimbursement of Project Funds will be made as follows:

- (a) Upon execution and delivery of this Agreement, the Recipient may submit a Reimbursement Request for eligible Project Costs through submission to the State Water Board using the Reimbursement Request forms provided by the Project Manager.
- (b) Reimbursement Requests shall contain the following information:
  - (1) The date of the request;
  - (2) The time period covered by the request, i.e., the term "from" and "to";
  - (3) The total amount requested;
  - (4) Documentation of Match Funds used, if any;
  - (5) Original signature and date (in ink) or electronic signature, consistent with the State Water Board's approved procedures, of the Recipient's Authorized Representative or his/her designee; and
  - (6) The final Reimbursement Request shall be clearly marked "FINAL REIMBURSEMENT REQUEST" and shall be submitted NO LATER THAN the Final Reimbursement Request Date.
- (c) The Recipient may sign the Reimbursement Requests either by an electronic signature consistent with the State Water Board's approved procedures or by a physical, handwritten signature. The parties mutually agree that an electronic signature consistent with the State Water Board's approved procedures is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.
- (d) Reimbursement Requests must be itemized based on the line items specified in the budget in this Exhibit. Reimbursement Requests must be complete, signed by the Recipient's Authorized Representative or his/her designee, and addressed to the Project Manager as set forth in Section 4 of this Agreement. Reimbursement Requests submitted in any other format than the one provided by the State Water Board will cause a Reimbursement Request to be disputed. In the event of such a dispute, the Project Manager will notify the Recipient. Payment will not be made until the dispute is resolved and a corrected Reimbursement Request submitted. The Project Manager has the responsibility for approving Reimbursement Requests. Project Costs incurred prior to the Eligible Work Start Date of this Agreement will not be reimbursed.
- (e) Project Funds must be requested quarterly via Reimbursement Request for eligible costs incurred during the reporting period of the corresponding Progress Report, describing the activities and expenditures for which the reimbursement is being requested. Each Reimbursement Request must be accompanied by a Progress Report. Failure to provide timely Reimbursement Requests may result in such requests not being honored.

**(e)(f)** The Recipient agrees that it will not submit any Reimbursement Requests that include any Project Costs until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of Reimbursement Request. Supporting documentation (e.g., receipts, laboratory invoices) must be submitted with each Reimbursement Request as well as to support Match Funds claimed, if any. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Reimbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented and accurately addressed Reimbursement Request.

**(f)(g)** The Recipient will not seek reimbursement of any Project Costs that have been reimbursed from other funding sources.

**(g)(h)** The Recipient shall use Project Funds within thirty (30) days of receipt to reimburse contractors, vendors, and other Project Costs. Any interest earned on Project Funds shall be reported to the State Water Board and will either be required to be returned to the State Water Board or deducted from future reimbursements. In the event that the Recipient fails to disburse Project Funds to contractors or vendors within thirty (30) days from receipt of the Project Funds, the Recipient shall immediately return such Project Funds to the State Water Board. Interest shall accrue on such Project Funds from the date of reimbursement through the date of mailing of Project Funds to the State Water Board. If the Recipient held such Project Funds in interest-bearing accounts, any interest earned on the Project Funds shall also be due to the State Water Board.

**(h)(i)** The Recipient must submit its final Reimbursement Request no later than the Final Reimbursement Request Date specified herein ~~unless prior approval is granted by the Division~~. If the Recipient fails to do so, then the undisbursed balance of this Agreement may be deobligated.

**(i)(j)** The Recipient agrees that it will not request a reimbursement unless that cost is allowable, reasonable, and allocable.

**(i)(k)** Notwithstanding any other provision of this Agreement, no reimbursement shall be required at any time or in any manner that is in violation of or in conflict with federal or State laws, policies, or regulations.

**(i)(l)** The Recipient agrees that it shall not be entitled to interest earned on undisbursed Project Funds.

**(i)(m)** No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination of this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. as of the date costs are incurred by the Recipient.

**(m)(n)** The Recipient must include any other documents or requests required or allowed under this Agreement.

**B.1.8 Withholding of Disbursements.**

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funding Amount upon the occurrence of any of the following events:

- (a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
- (b) Commencement of litigation or a judicial or administrative proceeding related to the Project, that the State Water Board determines may impair the timely satisfaction of the Recipient's obligations under this Agreement;
- (c) Any investigation by State, local, or federal investigators or auditors, or a grand jury, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;
- (d) A material adverse change in the condition of the Recipient, or the Project, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
- (e) The Recipient's material violation of, or threat to materially violate, any term of this Agreement;
- (f) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient or its employees, or by its contractors or agents regarding the Project;
- (g) An event requiring notice under this Agreement; or
- (h) An Event of Default or an event that the Division determines may become an Event of Default.

**B.1.9 Fraud and Misuse of Public Funds.**

All Reimbursement Requests submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any Reimbursement Request containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of

disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability.

## B.2 RECIPIENT'S PAYMENT OBLIGATION

### B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

## B.3 NO LIENS

The Recipient must not make any pledge of or place any lien on the Facility or the Project, except upon consent of the Division.

## EXHIBIT C – GENERAL AND PROGRAMMATIC TERMS AND CONDITIONS

### C.1 REPRESENTATIONS & WARRANTIES

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement, which shall be at least until the Records Retention End Date.

#### C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

The Recipient is in compliance with all State Water Board funding agreements to which it is a party.

#### C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

#### C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date ~~set forth on the first page hereof~~of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date ~~set forth on the Cover Page~~of the execution of this Agreement by the Recipient.

#### C.1.4 No Litigation.

There are no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, the Facility, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the

power of eminent domain the Facility or any of the real or personal property related to or necessary for the Project.

**C.1.5 Property Rights.**

The Recipient owns or has sufficient property rights in the Project property for the longer of the useful life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the useful life of the Facility.

**C.1.6 Solvency and Insurance.**

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

**C.1.7 Legal Status and Eligibility.**

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with State or federal audit disallowances.

**C.1.8 Financial Statements and Continuing Disclosure.**

The financial statements of Recipient: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements provided to the State Water Board, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

**C.1.9 No Other Material Obligations.**

The Recipient has no Material Obligations other than those previously disclosed in writing to the State Water Board in connection with the Project.

## C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

- (a) return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
- (b) pay interest at the highest legal rate on all of the foregoing; and
- (c) pay any Additional Payments.

### C.2.2 Judicial Remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

- (a) by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
- (b) by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement; and
- (c) take whatever action at law or in equity as may appear necessary or desirable to the State Water Board, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

### C.2.3 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

### C.2.4 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

#### C.2.5 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

#### C.2.6 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's obligation to undertake work under this Agreement or shall affect or impair the right of the State Water Board to bring suit to enforce such work. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement. Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter.

#### C.2.7 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

### C.3 STANDARD CONDITIONS

#### C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure that the State Water Board, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times through the Records Retention End Date. The Recipient acknowledges that, except for a subset of information regarding archaeological records and personally identifiable information, the Project records and locations are public records including, but not limited to, all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, Reimbursement Requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

- (a) The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets. Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:
  - (1) Establish an official file for the Project which adequately documents all significant actions relative to the Project;
  - (2) Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all Project Funds received under this Agreement;
  - (3) Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to Project Funds disbursed under this Agreement;
  - (4) Establish an accounting system which will accurately depict final total costs of the Project;
  - (5) Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
  - (6) If Force Account is used by the Recipient for any phase of the Project, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee. Indirect Costs from Force Account are not eligible for funding.
- (b) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Work Completion. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California Department of Finance, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

**C.3.3 Amendment.**

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

**C.3.4 Assignability.**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

**C.3.5 Audit.**

The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of State or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division. The Recipient must return, or ensure the return of, any audit disallowances within 30 days.

**C.3.6 Bonding.**

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00.

**C.3.7 Competitive Bidding**

The Recipient must adhere to any applicable State law or local ordinance for competitive bidding and applicable labor laws.

**C.3.8 Compliance with Applicable Laws, Rules, and Requirements.**

The Recipient must, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

- (a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the useful life of the Project;
- (b) Comply with the Guidelines; and
- (c) Comply with and require compliance with the State and federal requirements set forth elsewhere in this Agreement.

**C.3.9 Computer Software.**

The Recipient certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**C.3.10 Conflict of Interest.**

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable State and federal conflict of interest laws and will remain in compliance for the useful life of the Facility. Public entities are required to have adopted conflict of interest codes and may be required to provide documentation of those codes to the Division.

**C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.**

The Recipient agrees that, except as provided in this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Facility during the useful life of the Facility without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

**C.3.12 Data Management.**

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

**C.3.13 Disputes.**

- (a) The Recipient may appeal a staff decision within thirty (30) days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within thirty (30) days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.
- (b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

- (c) The Recipient must continue with the responsibilities under this Agreement during any dispute.
- (d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

**C.3.14 Drug Free Workplace.**

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

**C.3.15 Governing Law.**

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

**C.3.16 Income Restrictions.**

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient related to this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

**C.3.17 Indemnification and State Reviews.**

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, operate, and maintain the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, and any trustee, and their officers, employees, and agents (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the Facility or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the Facility

or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the Facility or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

**C.3.18 Independent Actor.**

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

**C.3.19 Integration.**

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

**C.3.20 No Discrimination.**

- (a) The Recipient must comply with Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or Facility on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient retains ownership or possession of the Project.

- (b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.
- (c) The Recipient must comply with the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).
- (d) The Recipient's obligations under this section shall survive the term of this Agreement.
- (e) During the performance of this Agreement, the Recipient and its contractors and subcontractors must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.
- (f) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- (g) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- (h) The Recipient, its contractors, and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- (i) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

#### C.3.21 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

#### C.3.22 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State, and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

**C.3.23 Notice.**

Upon the occurrence of any of the following events, the Recipient must notify the Division's Deputy Director and Project Manager by phone and email within the time specified below:

- (a) The Recipient must notify the Division within twenty-four (24) hours of any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.
- (b) The Recipient must notify the Division within five (5) business days of the occurrence of any of the following events:
  - (1) Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
  - (2) Change of ownership of the Project (no change of ownership may occur without written consent of the Division);
  - (3) Loss, theft, damage, or impairment to Project;
  - (4) Events of Default, except as otherwise set forth in this section;
  - (5) Failure to observe or perform any covenant or comply with any condition in this Agreement;
  - (6) An offer from a public entity to purchase the Project or any portion thereof, or any of the real or personal property related to or necessary for the Project;
  - (7) A proceeding or action by a public entity to acquire the Project by power of eminent domain.
- (c) The Recipient must notify the Division in writing within ten (10) business days of any of the following events:
  - (1) Any litigation pending or threatened with respect to the Project; the Recipient's technical, managerial or financial capacity to operate; or the Recipient's continued existence;
  - (2) Consideration of dissolution, or disincorporation;
  - (3) Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue

(IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;

(4) Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board.

(d) The Recipient must notify the Division promptly of any of the following events:

- (1) The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or Reimbursement Request made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
- (2) Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
- (3) Cessation of any and all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
- (4) Any circumstance, combination of circumstances, or condition, which is expected to or does delay Work Completion for a period of ninety (90) days or more;
- (5) Any Project monitoring, demonstration, or other implementation activities required in this Agreement;
- (6) Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by State representatives with at least ten (10) working days' notice to the Division;
- (7) Any events requiring notice to the Division pursuant to any other provision of this Agreement;
- (8) Work Completion;
- (9) Project Completion;
- (10) The award of a prime construction contract for, or initiation of construction of, Item 6 in Exhibit A.1 (b), if applicable.

#### C.3.24 Operation and Maintenance; Insurance.

The Recipient agrees to sufficiently and properly staff, operate, and maintain all portions of the Facility during its useful life in accordance with all applicable State and federal laws, rules, and regulations. Unless expressly provided herein, the Recipient assumes all operations and

maintenance costs of the facilities and structures; the State Water Board shall not be liable for any cost of such maintenance, management, or operation.

The Recipient will procure and maintain or cause to be maintained insurance on the Facility with responsible insurers, or as part of a reasonable system of self-insurance, in such amounts and against such risks (including damage to or destruction of the Project) as are usually covered in connection with systems similar to the Facility. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the Recipient of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques, and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the Facility caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the Facility. The Recipient must begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the Facility must be free and clear of all claims and liens.

The Recipient agrees that for any policy of insurance concerning or covering the construction of the Facility, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to commencement of construction of, if applicable.

#### C.3.25 Permits, Subcontracting, and Remedies.

The Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any work or construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at  
[http://www.waterboards.ca.gov/water\\_issues/programs/enforcement/fwa/dbp.shtml](http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml)

C.3.26 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.27 Prevailing Wages.

If applicable, the Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. If applicable, the Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met. Division of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's Public Works Manual at: <http://www.dir.ca.gov/dlse/PWManualCombined.pdf>.

C.3.28 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.29 Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project including, but not limited to payment disputes with contractors and subcontractors. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.30 Related Litigation.

Under no circumstances may the Recipient use funds from any disbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient

agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the Project.

**C.3.31 Rights in Data.**

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request. The Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledgement of credit to the State Water Board for financial support. The Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so.

**C.3.32 State Water Board Action; Costs and Attorney Fees.**

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

**C.3.33 Timeliness.**

Time is of the essence in this Agreement.

**C.3.34 Unenforceable Provision.**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

**C.3.35 Venue.**

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

**C.3.36 Waiver and Rights of the State Water Board.**

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any

other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

#### C.4 MISCELLANEOUS STATE REQUIREMENTS

##### C.4.1 State Program Requirements for Proposition 68 Groundwater.

- (a) Remediation Costs Limited. (Pub. Resources Code, § 80141.) Project Funds shall not be used to pay any share of the costs of remediation recovered from parties responsible for the contamination of a groundwater storage aquifer, but may be used to pay costs that cannot be recovered from responsible parties. Parties that receive funding for remediating groundwater storage aquifers shall exercise reasonable efforts to recover the costs of groundwater cleanup from the parties responsible for the contamination. Funds recovered from responsible parties may only be used to fund treatment and remediation activities including operations and maintenance.
- (b) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (c) Sustainable Groundwater Management Act (SGMA) Compliance. (Wat. Code, § 10720-10737.8.) To the extent required under SGMA, the Recipient shall comply with the following:
  - (1) If, after July 1, 2017, the Project is or will be located in a non-adjudicated high- or medium-priority California Statewide Groundwater Elevation Monitoring (CASGEM) basin, the Recipient shall ensure that a Groundwater Sustainability Agency (GSA) has formed or an alternative has been submitted to DWR. (Wat. Code, § 10735.2 (a)(1).)
  - (2) If, after January 31, 2020, the Project is or will be located in a non-adjudicated high- or medium **priority** CASGEM basin that is subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted Groundwater Sustainability Plan (GSP).
  - (3) If, after January 31, 2022, the Project is or will be located in a non-adjudicated high- or medium **priority** CASGEM basin that is not subject to critical conditions of overdraft, the Recipient shall ensure that the Project is consistent with an adopted GSP.

##### C.4.2 State Cross-Cutters.

Recipient represents that, as applicable, it complies and covenants to maintain compliance with the following for the term of the Agreement:

- (a) The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.
- (b) Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.
- (c) Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.
- (d) Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.
- (e) Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.
- (f) Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).
- (g) Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.
- (h) Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.
- (i) Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.
- (j) Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.
- (k) Governor's Infrastructure Plan. (Gov. Code, § 13100.) The Recipient shall ensure that the Project shall maintain consistency with section 13100 of the Government Code (five -year infrastructure plan).
- (l) Groundwater Monitoring. (Wat. Code, § 10920.) The Recipient shall comply with Water Code section 10920 et seq., which requires groundwater monitoring and reporting of groundwater elevations.
- (m) The Recipient agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with directives or orders issued pursuant to Division 7 of the Water Code.
- (n) Union Activities. The Recipient hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement. The Recipient certifies that none of the Project Funds will be used to assist, promote,

or deter union organizing. If the Recipient incurs costs or makes expenditures to assist, promote, or deter union organizing, the Recipient will maintain records sufficient to show that no reimbursement from Project Funds has been sought for these costs and the Recipient shall provide those records to the Attorney General upon request.

#### **C.5 Executive Order N-6-22 — Russian 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 Water Board determine Recipient 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 Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> and the sanctions identified on the United States Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars (\$5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars (\$5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and
3. Direct support to the government and people of Ukraine.

EXHIBIT D – SPECIAL CONDITIONS

- D.1 If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.
- D.2 The State Water Board shall not be responsible for any cost of maintenance, management, operation, or improvement of the Facility after the Work Completion Date. The Recipient shall be responsible for all operations and maintenance costs of the Facility for the remaining useful life.

ITEM 7



# CITY OF HUNTINGTON PARK

Community Development Department  
City Council Agenda Report

June 6, 2023

Honorable Mayor and Members of the City Council  
City of Huntington Park  
6550 Miles Avenue  
Huntington Park, CA 90255

Honorable Mayor and Members of the City Council:

## **CONSIDERATION AND APPROVAL FOR AWARD OF CONTRACT TO LAN WAN ENTERPRISE - CITYWIDE Wi-Fi PROJECT**

### **IT IS RECOMMENDED THAT CITY COUNCIL:**

1. Approve Resolution approving awarding a contract and authorization of ongoing monthly maintenance and administration cost to LAN WAN Enterprise in a not to exceed amount of \$2,599,665.34 utilizing CMAS; and
2. Authorize ongoing monthly maintenance and administration costs in the amount of \$12,000.00 utilizing CMAS to LAN WAN Enterprise and;
3. Authorize and appropriate \$2,743,665.34 of ARPA funds to account No. 787-8915-499.56-41
4. Authorize the City Manager to execute all documents associated with the project.

### **BACKGROUND**

Access to affordable and reliable internet connectivity has become increasingly essential in our daily lives. It has a profound impact on education, economic opportunities, healthcare, and social engagement. However, there are still areas within our city where internet access is limited, and some not affordable, resulting in a digital divide that hinders progress and equitable opportunities.

The attached proposal, "Attachment A" outlines a pilot project that has been developed to implement a City-Wide Wi-Fi network at various locations throughout the community (Trial Locations). This proposal aims to provide universal access to internet, foster digital inclusion, and promote economic growth and community development. Proposed benefits to the community include:

# **CONSIDERATION AND APPROVAL FOR AWARD OF CONTRACT TO LAN WAN ENTERPRISE - CITYWIDE WiFi PROJECT**

June 6, 2023

Page 2 of 3

1. Bridging the Digital Divide: The City-Wide Wi-Fi network will bridge the digital divide by providing equitable access to the internet for all residents, regardless of their socioeconomic status or geographic location. This will empower underserved communities, students, and low-income households with the tools they need to thrive in the digital age.
2. Education and Innovation: The network will enhance educational opportunities by providing students with access to online resources, e-learning platforms, Artificial Intelligence AI tools and research materials. It will enable innovation, collaboration, and digital literacy initiatives that drive academic achievement and workforce development.
3. Community Engagement and Social Inclusion: The City-Wide Wi-Fi network will promote community engagement through online platforms, enabling residents to participate in civic discussions, access government services, and connect with one another.

Staff proposes the establishment of a City-Wide Wi-Fi network that will blanket our municipality with reliable internet access. The network will encompass residential areas at various locations throughout the community. This comprehensive coverage will ensure that residents can access the internet seamlessly, irrespective of their home location if within the coverage area.

Public Contract Code Sections 10290 et seq. and 12105.5, include the approval for local government agencies to use California Multiple Award Schedule Contracts (CMAS) for acquisition of information technology and non-information technology products and services. Public Contract Code 10298 and 10299 authorizes local government agencies to use CMAS without competitive bidding.

Staff recommends the CMAS authorization for the utilization of Information Technology Goods & Services for CMAS Contract 3-22-10-1022, CMAS Contract 3-22-03-1077, CMAS Contract No. 3-22-03-1078, CMAS Contract No. 3-22-03-1079, CMAS Contract No. 3-22-03-1080, CMAS Contract No. 3-22-03-1081, CMAS Contract No. 3-22-03-1082, CMAS Contract No. 3-22-03-1083, CMAS Contract No. 3-23-05-1052 to LAN WAN Enterprise, Inc. ("LAN WAN") for the procurement and Installation of the new City-Wide Wi-Fi network.

LAN WAN is recognized as a certified CMAS contractor by the California Department of General Services ("DGS"). Attachment "A" includes the desired equipment, the corresponding CMAS numbers, the number of units and the unit price. Attachment "B" includes copies of the relevant DGS Multiple Award Schedules and the corresponding CMAS numbers.

**CONSIDERATION AND APPROVAL FOR AWARD OF CONTRACT TO LAN WAN  
ENTERPRISE - CITYWIDE WiFi PROJECT**

June 6, 2023

Page 3 of 3

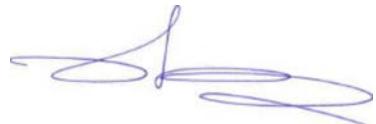
**FISCAL IMPACT**

The City has received specific Federal funding in the form of American Rescue Plan Act "ARPA" funds. ARPA funding is available for use on projects such as this.

**CONCLUSION**

Upon Council's direction, staff will proceed with actions as directed.

Respectfully submitted,



RICARDO REYES  
City Manager

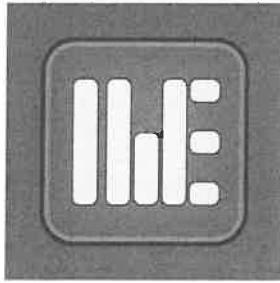


Steve Forster  
Community Development Director

**ATTACHMENT(S):**

- A. LAN WAN Proposal
- B. CMAS Contracts
- C. Service Area Map

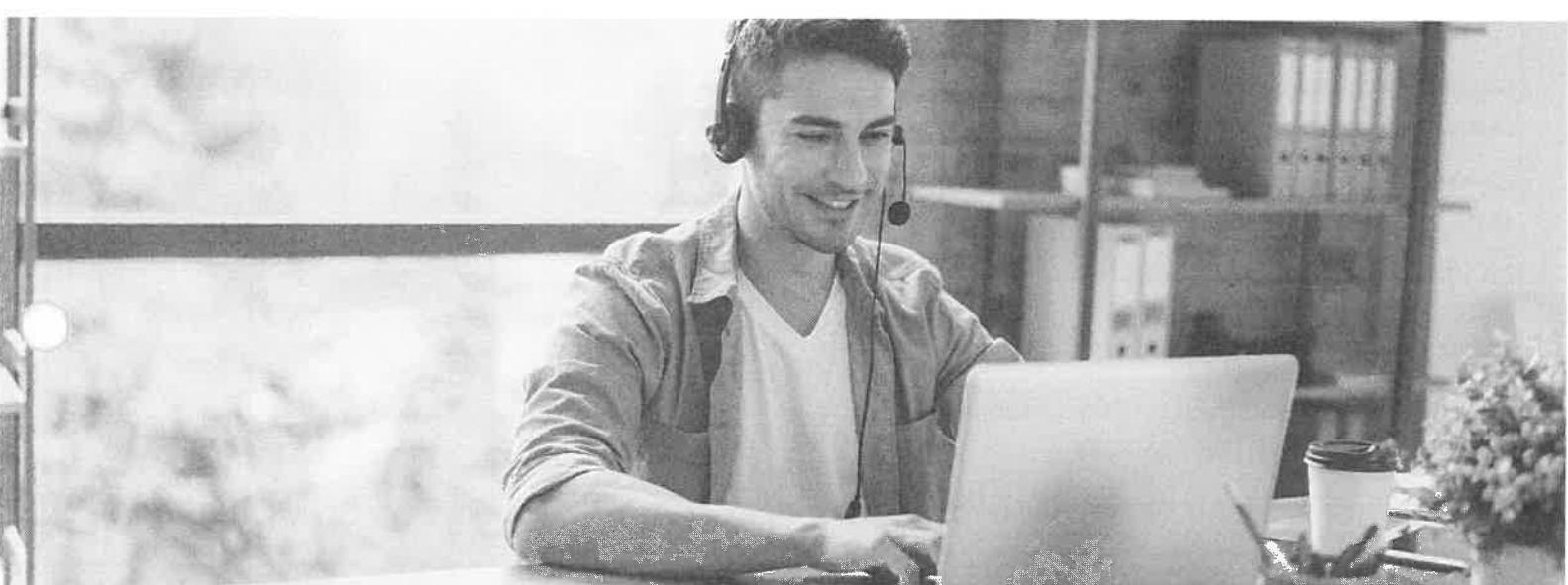
## ATTACHMENT "A"



## ATTACHMENT "A"

# WiFi Project - Pacific & Alameda - Final

QUOTE #001482 V1

A black and white photograph of a young man with dark hair, wearing a headset with a microphone, sitting at a desk and working on a laptop computer. He is smiling. The background shows an office environment with shelves and papers.

PREPARED FOR  
**City of Huntington Park**

Ricardo Reyes  
RReyes@hpcapark.org

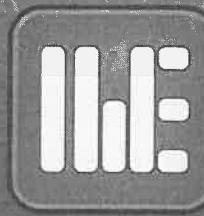
PREPARED BY  
**Irvine**  
Rami Dababneh  
ramid@lanwane.com



## Hardware

Description	Price	Qty	Ext. Price
<b>V5000 Radio &amp; Accessories</b>			
<b>60GHz cnWave V5000 Distribution Node</b> CMAS Contract# 3-23-05-1052	\$1,258.00	280	\$352,240.00
<b>Universal Pole Mount Bracket for 1" - 3" diameter poles</b> CMAS Contract# 3-23-05-1052	\$24.00	280	\$6,720.00
			
<b>Gigabit Surge Suppressor (56V), 10/100/1000 BaseT</b> CMAS Contract# 3-23-05-1052	\$53.80	280	\$15,064.00
<b>Grounding Cable, 0.6m with M6 ring to M6 ring</b> CMAS Contract# 3-23-05-1052	\$4.75	280	\$1,330.00
<b>CAMBIDIUM NETWORKS POE, 60W, 56V, 10GBE DC INJECTOR, INDOOR, ENERGY LEVEL 6 SUPPLY</b> CMAS Contract# 3-23-05-1052	\$42.00	50	\$2,100.00
<b>CABLE, UL POWER SUPPLY CORD SET, 720mm, US</b> CMAS Contract# 3-23-05-1052	\$4.75	50	\$237.50
<b>Cable Gland, Long, for 6-10mm cable, M25, Qty 5</b> CMAS Contract# 3-23-05-1052	\$38.40	55	\$2,112.00
<b>10G SFP+ SMF LR Transceiver, 1310nm. -40C to 85C</b> CMAS Contract# 3-23-05-1052	\$227.00	30	\$6,810.00
<b>Optical CABLE,SM, 30m</b> CMAS Contract# 3-23-05-1052	\$109.10	20	\$2,182.00
<b>Outdoor WiFi6 APs</b>			
<b>Outdoor Dual radio WiFi 6 AP Omni 2x2, 2.5GbE, 30V/48V out, BLE. US</b> CMAS Contract# 3-23-05-1052	\$728.50	340	\$247,690.00
<b>CAMBIDIUM NETWORKS INDOOR DUAL RADIO WI-FI 6 2X2 AP, 2.5GBE, US</b> CMAS Contract# 3-23-05-1052	\$502.00	70	\$35,140.00
<b>Switches</b>			

Main:  
Email: ramid@lanwane.com  
Web: www.lanwane.com



**LAN WAN**  
**Enterprise**  
**IT Solutions**

## Hardware

Description	Price	Qty	Ext. Price
<b>cnMatrix TX1012-P-AC, AC Powered Intelligent Ethernet PoE Switch, 8 x 1Gbps, and 4 SFP+, no pwr cord, USA Only</b> CMAS Contract# 3-23-05-1052	\$844.00	275	\$232,100.00
<b>AC line cord, US Type B, 15A, 1.2m C13 connector</b> CMAS Contract# 3-23-05-1052	\$21.00	275	\$5,775.00
<b>Misc.</b>			
<b>Ekahau Wi-Fi Toolkit</b> CMAS Non Specific Price	\$7,360.00	1	\$7,360.00
<b>7 FT CAT 6A OUTDOOR ARMORED 24AWG STOCK ETHERNET PATCH CABLE WITH FLEXIBLE, RODENT AND UV RESISTANT JACKET - IP65 RATED</b> CMAS Non Specific Price	\$24.25	300	\$7,275.00
<b>FT CAT 6A OUTDOOR ARMORED 24AWG STOCK ETHERNET PATCH CABLE WITH FLEXIBLE, RODENT AND UV RESISTANT JACKET - IP65 RATED</b> CMAS Non Specific Price	\$16.39	300	\$4,917.00
<b>Panasonic TOUGHBOOK CF-20 LTE 10.1" Touchscreen Detachable 2 in 1 Notebook - 1920 x 1200 - Intel Core M 6th Gen m5-6Y57 Dual-core (2 Core) 1.10 GHz - 8 GB Total RAM - 256 GB SSD - Windows 10 Pro - Intel HD Graphics 515 - In-plane Switching (I</b> CMAS Non Specific Price	\$4,001.00	1	\$4,001.00
			<b>Subtotal: \$933,053.50</b>

## Software

Description	Price	Qty	Ext. Price
<b>cnMaestro X for Enterprise: Includes Enterprise APs cnMaestro X for Enterprise: Advanced management and includes CC Pro for Tier3; 5-year subscription / Tier3 device; Tier3 device includes Enterprise AP</b> CMAS Contract# 3-23-05-1052	\$149.50	280	\$41,860.00
<b>cnMaestro X for cnWave: Advanced management and includes CC Pro for Tier5; 5-year subscription / Tier5 device; Tier5 device include Distribution Node v5k</b> CMAS Contract# 3-23-05-1052	\$104.50	250	\$26,125.00

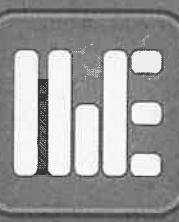


## Software

Description	Price	Qty	Ext. Price
<b>cnMaestro X for cnWave: Advanced management and includes CC Pro for Tier5; 5-year subscription / Tier5 device; Tier5 device include Distribution Node and Switches</b> CMAS Contract# 3-23-05-1052	\$104.50	1	\$104.50
<b>Cambium Networks WARRANTY/SUPPORT EXTENSION 2 year(s) V5K</b> CMAS Contract# 3-23-05-1052	\$105.00	250	\$26,250.00
<b>Cambium Networks WARRANTY/SUPPORT EXTENSION 2 year(s) AP</b> CMAS Contract# 3-23-05-1052	\$105.00	250	\$26,250.00
<b>Cambium Networks WARRANTY/SUPPORT EXTENSION 2 year(s) TX</b> CMAS Contract# 3-23-05-1052	\$105.00	250	\$26,250.00
Subtotal:			<b>\$146,839.50</b>

## Services

Description	Price	Qty	Ext. Price
<b>Labor - Project Services</b>  1. Project Initiation and Planning: * Conduct initial meetings and discussions to understand project objectives, requirements, and stakeholder expectations. * Perform a thorough analysis of the city's infrastructure, including existing network capabilities, potential obstacles, and opportunities. * Collaborate with stakeholders and City staff to define key performance indicators (KPIs) and project milestones. * Develop a comprehensive project plan, including timelines, resource allocation, and risk management strategies. 2. Network Design and Architecture: * Conduct a detailed survey of the city ( Trial Locations ) to identify optimal locations for WiFi access points (APs) based on coverage, capacity, and user density. * Design a scalable and resilient network architecture that ensures seamless connectivity across the various locations throughout the community ( Trial Locations ) * Define the number and placement of APs, taking into account factors such as building density, and potential interference. * Plan the necessary backhaul infrastructure, including fiber optic connections or wireless links, to connect the APs to the internet backbone. 3. Infrastructure Deployment: * Procure the required network equipment, including APs, Point to Point Wireless Radios, switches, cabling, and power supply systems.	\$1,420,000.00	1	\$1,420,000.00



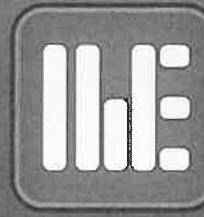
## Services

Description	Price	Qty	Ext. Price
<ul style="list-style-type: none"><li>* Install and configure the network infrastructure, adhering to industry best practices and regulatory requirements.</li><li>* Conduct comprehensive testing and optimization to ensure optimal network performance, coverage, and reliability.</li><li>* Integrate the WiFi network with existing infrastructure already implemented in various city and park locations</li><li>4. Network Security and Authentication:<ul style="list-style-type: none"><li>* Implement robust security measures to protect the network from unauthorized access, data breaches, and other security threats.</li><li>* Deploy industry-standard encryption protocols to secure user connections.</li><li>* Establish user authentication mechanisms to ensure authorized access.</li><li>* Set up monitoring and intrusion detection systems to identify and respond to security incidents.</li></ul></li><li>5. User Experience and Management:<ul style="list-style-type: none"><li>* Develop a user-friendly portal for easy onboarding, network access management, and user support.</li><li>* Provide clear and concise instructions to users on how to connect to the network and access support resources.</li></ul></li><li>Establish a help desk or support system to address user inquiries, troubleshoot connectivity issues, and provide technical assistance.</li><li>6. Network Monitoring and Maintenance:<ul style="list-style-type: none"><li>* Implement a comprehensive monitoring system to proactively identify and resolve network performance issues, outages, or congestion.</li><li>* Regularly update firmware and software for network equipment to ensure optimal performance and security.</li><li>* Conduct periodic network audits to assess the network's capacity, performance, and adherence to industry standards.</li><li>* Provide ongoing network maintenance services, including equipment replacement, repairs, and system upgrades.</li></ul></li><li>7. Documentation and Reporting:<ul style="list-style-type: none"><li>* Document all aspects of the network infrastructure, including configurations, IP addressing, and network diagrams.</li><li>* Maintain a comprehensive inventory of network equipment, including serial numbers, warranty information, and replacement schedules.</li></ul></li></ul>			

Subtotal: \$1,420,000.00

## Scope of Work

Main:  
Email: ramid@lanwane.com  
Web: www.lanwane.com

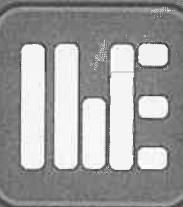


**LAN WAN**  
**Enterprise**  
**IT Solutions**

## Monthly Recurring

Description	Recurring	Qty	Ext. Recurring
<b>Remote and onsite Tech Support , hardware replacement , Internet troubleshooting</b>  * Implement a comprehensive monitoring system to proactively identify and resolve network performance issues, outages, or congestion. * Regularly update firmware and software for network equipment to ensure optimal performance and security. * Conduct periodic network audits to assess the network's capacity, performance, and adherence to industry standards. * Provide ongoing network maintenance services, including equipment replacement, repairs, and system upgrades.	\$12,000.00	1	\$12,000.00
Monthly Subtotal:			<b>\$12,000.00</b>

Main:  
Email: [ramid@lanwane.com](mailto:ramid@lanwane.com)  
Web: [www.lanwane.com](http://www.lanwane.com)



**LAN WAN**  
Enterprise  
IT Solutions

## WiFi Project - Pacific & Alameda -Final



Prepared by:  
**Irvine**  
Rami Dababneh  
949.955.2451  
[ramid@lanwane.com](mailto:ramid@lanwane.com)

Prepared for:  
**City of Huntington Park**  
6550 Miles Avenue  
Huntington Park, CA 90255  
Ricardo Reyes  
(323) 582-6161  
[RReyes@h pca.gov](mailto:RReyes@h pca.gov)

Quote Information:  
**Quote #:** 001482  
  
Version: 1  
Delivery Date: 05/23/2023  
Expiration Date: 06/19/2023

### Quote Summary

Description	Amount
Hardware	\$933,053.50
Software	\$146,839.50
Services	\$1,420,000.00
	Subtotal: <b>\$2,499,893.00</b>
	Shipping: <b>\$3,750.00</b>
	Estimated Tax: <b>\$96,022.34</b>
	Total: <b>\$2,599,665.34</b>

### Monthly Expenses Summary

Description	Amount
Monthly Recurring	\$12,000.00
Monthly Total:	<b>\$12,000.00</b>

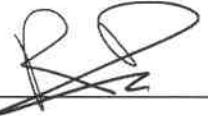
- Taxes, shipping, handling and other fees may apply
- Quoted costs and services are only valid for 15 days from the date of the proposal.

Main:  
Email: ramid@lanwane.com  
Web: www.lanwane.com



**LAN WAN**  
Enterprise  
IT Solutions

**Irvine**

Signature:   
Name: Rami Dababneh  
Title: Executive VP  
Date: 05/23/2023

**City of Huntington Park**

Signature: \_\_\_\_\_  
Name: Ricardo Reyes  
Date: \_\_\_\_\_

## ATTACHMENT “B”

# ATTACHMENT "B"



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

State of California

## MULTIPLE AWARD SCHEDULE NON-MANDATORY

### LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-23-05-1052</b>
CMAS TERM DATES:	5/23/2023 through 8/22/2024
EFFECTIVE DATE:	5/23/2023
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	<u>March 1, 2023</u>
MAXIMUM ORDER LIMIT:	<b>State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QTCA19D00JN
BASE SCHEDULE HOLDER:	Computech International, Inc.
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, and cloud computing services. (See page 3 for the restrictions applicable to this CMAS.)

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NUMBER 3-23-05-1052**

Buyers must verify that the CMAS contractor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS contractor is providing installation, maintenance, and repair services.

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

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NUMBER 3-23-05-1052**

**CMAS PRODUCT & SERVICE CODES**

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

Brand-Panasonic  
Brand-Triplett  
Data Commun-Component  
Data Commun-Data Switch  
Data Commun-Network Mgmt  
Data Commun-Wireless  
Lan/Wan-Wireless Network  
Network-Component  
Network-System  
Security-Wireless

**AVAILABLE PRODUCTS AND/OR SERVICES**

This CMAS provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, and cloud computing services.

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

**FIND BASE SCHEDULE PRICING**

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

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

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Software maintenance as a service, non-Information Technology office products, and order-level materials are not available under this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NUMBER 3-23-05-1052**

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
**17500 Red Hill Avenue, Suite 120**  
**Irvine, CA 92614**  
**Attn: Rami Dababneh**

**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

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

**Contact:** **Rami Dababneh**  
**Phone:** **(714) 393-2264**  
**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)  
**Website:** <https://lanwane.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 100219114. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website.

**MINIMUM ORDER LIMITATION**

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

**CMAS PRICES**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NUMBER 3-23-05-1052**

**ACQUISITION OF IAAS AND/OR PAAS**

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06. State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

**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.

**DELIVERY**

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

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

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**SHIPPING INSTRUCTIONS**

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

**CANCELLATION AND/OR RESTOCKING FEE**

Restocking Fee: On a case-by-case basis, a return may be authorized for an open box and a restocking fee of up to 15% will be applied.

**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.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- 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).

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- 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.

### **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.

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**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

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

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

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

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

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

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

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

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

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

Amendments unique to Non-IT Services:

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

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**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 2/29/2024.

If this certification has expired, the current expiration date should be verified at [Cal eProcure](#). The OSDS contact information can be found on the [OSDS website](#). Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

**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

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- 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.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**WITHHOLD LANGUAGE (SB588)**

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

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

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

**PRODUCT SUBSTITUTIONS**

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

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**NEW EQUIPMENT REQUIRED**

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

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

**SPECIAL MANUFACTURED GOODS**

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

**TRADE-IN EQUIPMENT**

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

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

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

**ACCEPTANCE TESTING CRITERIA**

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

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**ELECTRONIC WASTE RECYCLING**

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

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

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

See SAM 3520.10 for more information on this policy.

Information for submitting a Standard 152 can be found on the [DGS OFAM surplus property](#) website.

Information on the [E-Waste - CALPIA Store](#) and the [E-Waste Exemption Request Form EWR-F400](#) can be found at the CALPIA website.

**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.

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**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

### **PRODUCT INSTALLATION**

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

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

### **PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, [Real Estate Services Division \(RESD\) website](#) if you have questions about public works transactions.

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

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the State Contractor's License Board website to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 1051330. This is a Class C-7 Low Voltage Systems license that is valid through 3/31/2025.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

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

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.

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4. **NSP Installation Services:** The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. **Maximum Order Limitation:** For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against this CMAS is subject to all of the terms and conditions set forth in the CMAS.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

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7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

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

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

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

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

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

**ORDER OF PRECEDENCE**

The CMAS 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).

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**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.

**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](#).

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**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

Advance payment is allowed for services only under limited, narrowly defined circumstances, 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NUMBER 3-23-05-1052**

**8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**9. Leasing**

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

**10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (e.g., toner, developer, staples), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NUMBER 3-23-05-1052**

**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.

**FEDERAL DEBARMENT**

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

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**AMERICANS WITH DISABILITY ACT**

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

State of California

# MULTIPLE AWARD SCHEDULE

## NON-MANDATORY

### LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-22-10-1022</b>
CMAS TERM DATES:	10/12/2022 through 03/10/2026
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE TERMS & CONDITIONS:	<u>January 20, 2022</u>
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 #:	GS-35F-0280X
BASE SCHEDULE HOLDER:	Protiviti Government Services, Inc.

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of Information Technology (IT) consulting services. (See page 2 for the job titles and restrictions applicable to this CMAS.)

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

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

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

*Original Signature on File*Effective Date: 10/12/2022

Katelynne Leisenring, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-10-1022**

**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-Internet Security  
IT Consult-LAN/WAN  
IT Consult-Process Reengineer  
IT Consult-Programming  
IT Consult-Project Mgmt  
IT Consult-Project Planning  
IT Consult-Quality Assurance  
IT Consult-Require Analysis  
IT Consult-Risk Mgmt  
IT Consult-Security Assessment  
IT Consult-System Integration

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

Computer Security Specialist I  
Computer Security Specialist II  
Computer Security Specialist III  
Computer Specialist I  
Computer Specialist II  
Consultant II  
IT Project Manager  
Software/Network Engineer I  
Software/Network Engineer II  
Software/Network Engineer III  
Subject Matter Expert I  
Subject Matter Expert II  
System Administrator I  
System Administrator II  
System Administrator III

You may 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)

**EXCLUDED PRODUCTS AND/OR SERVICES**

The sale of software, software maintenance as a product, homeland security presidential directive 12 product and service components, business administrative (non-IT) consulting services and order-level materials are not available under this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-10-1022**

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
**17500 Red Hill Ave, Suite 120**  
**Irvine, CA 92614**  
**Attn: Rami Dababneh**

**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

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

**Contact:** Rami Dababneh  
**Phone:** (714) 393-2264  
**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)  
**Website:** <https://lanwane.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.

**MINIMUM ORDER LIMITATION**

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

**CMAS PRICES**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-10-1022**

**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, the CMAS Terms and Conditions, General Provisions, and CMAS Warranty.

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#) website.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-10-1022**

**HOW TO USE CMAS**

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.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-10-1022**

**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.

**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)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-10-1022**

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

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

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

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

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

SCM, 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 an NCB 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 NCB process must be followed.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-10-1022**

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 02/29/2024.

If this certification has expired, the current expiration date should be verified at [Cal eProcure](#). The OSDS contact information can be found on the [OSDS website](#). Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

**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

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- 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.

**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.

**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)  
LAN WAN ENTERPRISE, INC.  
CMAS NO 3-22-10-1022**

**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.

The aggregate of the fixed costs for all tasks constitutes the fixed price ceiling for all tasks 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)

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**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. Information regarding the preparation of a SOW is available at the CMAS website, select "Statement of Work Information". Agencies are strongly encouraged to use this information when developing SOW requirements that will accompany the RFO and the resulting purchase order.

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**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.

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**UPDATES AND/OR CHANGES**

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

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

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

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

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

**ORDER OF PRECEDENCE**

The CMAS Terms and Conditions 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.

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**LAN WAN ENTERPRISE, INC.**  
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**2. Payee Data Record (Standard 204)**

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

**Orders from Local Government Agencies:**

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

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

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

**4. Contractor Invoices**

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

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

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

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

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**5. Advance Payments**

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

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

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

**6. Credit Card**

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

**7. Leasing/Financing**

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

**8. 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 Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base schedule rates. To streamline substantiation that the needed items are in the base schedule, the agencies should ask the CMAS contractor to identify the specific pages from the base schedule that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**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.

**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.

**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.

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**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.

**AMERICANS WITH DISABILITY ACT**

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

State of California

# MULTIPLE AWARD SCHEDULE

## LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-22-03-1083</b>
CMAS TERM DATES:	2022-03-29 through 2024-09-26
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE TERMS & CONDITIONS:	<u>January 20, 2022</u>
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 #:	47QTCA19D00MM
BASE SCHEDULE HOLDER:	TD SYNNEX Corporation

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), and Software as a Service (SaaS). (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Accordion-List/Acquisitions/Statewide-Contracts) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Accordion-List/Acquisitions/Statewide-Contracts](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Accordion-List/Acquisitions/Statewide-Contracts)). This requirement is not applicable to local government agencies.

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

*Original Signature on File*Effective Date: **3/29/2022****Bryan Dugger, Program Analyst, California Multiple Award Schedules Unit**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
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Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS vendor is providing installation, maintenance, and repair services.

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

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

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

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

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**CMAS PRODUCT & SERVICE CODES**

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

Brand-Barracuda  
Brand-Polycom  
Brand-Ruckus Wireless  
Data Commun-Component  
Data Commun-Network Mgmt  
LAN/WAN-Component  
LAN/WAN-Wireless Network  
Network-Component  
Network-System  
Router-Network  
Security-It Hardware  
Security-It Network

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

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

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
17500 Red Hill Avenue, Suite 120  
Irvine, CA 92614  
Attn: Rami Dababneh

**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

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

**Contact:** Rami Dababneh  
**Phone:** (714) 393-2264  
**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

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**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. See next paragraph for information.

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

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

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 100219114. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

**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.

**ACQUISITION OF IAAS AND/OR PAAS**

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06 ([www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf)). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

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**WARRANTY**

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

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

**HOW TO USE CMAS**

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCAL, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.

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- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

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

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 2/29/2024.

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

**SMALL BUSINESS MUST BE CONSIDERED**

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

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

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee 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.

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**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.

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

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

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

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

**Option 2 – No Withhold Language**

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

**PRODUCT SUBSTITUTIONS**

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

**NEW EQUIPMENT REQUIRED**

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

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

**SPECIAL MANUFACTURED GOODS**

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

**TRADE-IN EQUIPMENT**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-03-1083**

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**ELECTRONIC WASTE RECYCLING**

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

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

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

See SAM 3520.10 for more information on this policy.

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

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

**PRODUCT INSTALLATION**

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

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

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**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the [DGS, Real Estate Services Division \(RESD\) website \(www.dgs.ca.gov/RESD\)](http://www.dgs.ca.gov/RESD) if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the [State Contractor's License Board](http://www.cslb.ca.gov) ([www.cslb.ca.gov](http://www.cslb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 1051330. This is a Class C-7 Low Voltage Systems license that is valid through 3/31/2023.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

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

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Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCal, Chapter 2, 2.E3.2.

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

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

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

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

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
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.

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

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

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

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

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

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See complete PCC 10298 language at  
(leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10298).

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

See complete PCC 10299 language at  
(leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10299).

**UPDATES AND/OR CHANGES**

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

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**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

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

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

**Orders from Local Government Agencies:**

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

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

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**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

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

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

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

**6. Credit Card**

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

**7. Leasing/Financing**

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

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**8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**9. Leasing**

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

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

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LAN WAN ENTERPRISE, INC.  
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**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

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

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

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**FEDERAL DEBARMENT**

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

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

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT**

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

State of California

# MULTIPLE AWARD SCHEDULE

## LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-22-03-1082</b>
CMAS TERM DATES:	3/29/2022 through 6/21/2026
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE TERMS & CONDITIONS:	<u>January 20, 2022</u>
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 #:	<b>47QTCA21D00BD</b>
BASE SCHEDULE HOLDER:	Tech Data Government Solutions, LLC

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), Software as a Service (SaaS), and other cloud computing services. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](#) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts)). This requirement is not applicable to local government agencies.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS vendor is providing installation, maintenance, and repair services.

*Original Signature on File*Effective Date: 3/29/2022

Bryan Dugger, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
LAN WAN ENTERPRISE, INC.  
CMAS NO 3-22-03-1082**

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

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

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

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

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**LAN WAN ENTERPRISE, INC.**  
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**CMAS PRODUCT & SERVICE CODES**

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

Brand-Hewlett Packard (HP)  
Brand-Cisco  
Brand-Hewlett Packard (HPE)  
Network-System  
Network-Component  
Router-Network  
Data Commun-Network Mgmt  
Data Commun-Processor  
Data Commun-Data Switch  
Data Commun-Technical Control  
Hubs-Network  
Controller-Facility Management

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Software maintenance as a service, Information Technology (IT) consulting services, training courses, and order-level materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
17500 Red Hill Avenue, Suite 120  
Irvine, CA 92614  
Attn: Rami Dababneh

**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

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

**Contact:** **Rami Dababneh**  
**Phone:** **(714) 393-2264**  
**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-03-1082**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, **agencies must verify** with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. See next paragraph for information.

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

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

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 100219114. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

**CMAS PRICES**

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

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

**PRICE DISCOUNTS**

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

**ACQUISITION OF IAAS AND/OR PAAS**

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06 ([www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf)). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

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**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

**WARRANTY**

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

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

**HOW TO USE CMAS**

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

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

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

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

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

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b. Local Government Agencies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 2/29/2024.

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

**SMALL BUSINESS MUST BE CONSIDERED**

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

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

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

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

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

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**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

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

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

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

**Option 2 – No Withhold Language**

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

**PRODUCT SUBSTITUTIONS**

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

**NEW EQUIPMENT REQUIRED**

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

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

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**SPECIAL MANUFACTURED GOODS**

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

**TRADE-IN EQUIPMENT**

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

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

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**ELECTRONIC WASTE RECYCLING**

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

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

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

See SAM 3520.10 for more information on this policy.

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

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

**PRODUCT INSTALLATION**

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

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

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website ([www.dgs.ca.gov/RESD](http://www.dgs.ca.gov/RESD)) if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

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The CMAS contractor's California Contractor's License number is 1051330. This is a Class C-7 Low Voltage Systems license that is valid through 3/31/2023.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

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

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCAL, Chapter 2, 2.E3.2.

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

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

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

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

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

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

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

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

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

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

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

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

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See complete PCC 10298 language at  
(leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10298).

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

See complete PCC 10299 language at  
(leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10299).

**UPDATES AND/OR CHANGES**

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

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**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

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

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

**Orders from Local Government Agencies:**

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-03-1082**

**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

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

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

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

**6. Credit Card**

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

**7. Leasing/Financing**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-03-1082**

**8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**9. Leasing**

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

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO 3-22-03-1082**

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

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

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
LAN WAN ENTERPRISE, INC.  
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**FEDERAL DEBARMENT**

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

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

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT**

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

State of California

# MULTIPLE AWARD SCHEDULE

## LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-22-03-1081</b>
CMAS TERM DATES:	03/29/2022 through 05/24/2024
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>January 20, 2022</u>
MAXIMUM ORDER LIMIT:	<b>State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	GS-35F-0548P
BASE SCHEDULE HOLDER:	TESSCO Incorporated

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of hardware and software. (See page 2 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](#) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts)). This requirement is not applicable to local government agencies.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS.

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

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

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

*Original Signature on File*

Effective Date: 03/29/2022

John Dickinson, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO. 3-22-03-1081**

**CMAS PRODUCT & SERVICE CODES**

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

Brand-Belden  
Brand-Commscope  
Brand-Trylon  
Data Collection Equip  
Fiber Optic-Patch Cord  
Network-System  
Radio-Accessories  
Wiring-Telecom

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Order-level materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
17500 Red Hill Avenue, Suite 120  
Irvine, CA 92614  
Attn: Rami Dababneh

**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

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

**Contact:** Rami Dababneh  
**Phone:** (714) 393-2264  
**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO. 3-22-03-1081**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. See next paragraph for information.

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

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

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 100219114. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

**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.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

**WARRANTY**

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

**DELIVERY**

7-30 days after receipt of order or as negotiated between agency and CMAS contractor and included in the purchase order.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
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**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

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

**HOW TO USE CMAS**

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCAL, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
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**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

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

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 02/29/2024.

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

**SMALL BUSINESS MUST BE CONSIDERED**

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

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

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee 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.

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- 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.

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

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

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

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

**Option 2 – No Withhold Language**

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

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**PRODUCT SUBSTITUTIONS**

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

**NEW EQUIPMENT REQUIRED**

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

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

**SPECIAL MANUFACTURED GOODS**

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

**TRADE-IN EQUIPMENT**

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

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

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
**CMAS NO. 3-22-03-1081**

**ELECTRONIC WASTE RECYCLING**

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

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

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

See SAM 3520.10 for more information on this policy.

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

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

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the [DGS, Real Estate Services Division \(RESD\) website](http://www.dgs.ca.gov/RES) ([www.dgs.ca.gov/RES](http://www.dgs.ca.gov/RES)) if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board ([www.csrb.ca.gov](http://www.csrb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 1051330. This is a Class C-7 Low Voltage Systems license that is valid through 03/31/2023.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

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

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

#### **PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCAL, Chapter 2, 2.E3.2.

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

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

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

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**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.

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
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.

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

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

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

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

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

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

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

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**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](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10298) language at ([leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10298](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10298)).

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

See complete [PCC 10299](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10299) language at ([leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10299](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10299)).

**UPDATES AND/OR CHANGES**

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

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

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

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

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

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**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

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

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

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**Orders from Local Government Agencies:**

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

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

**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

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

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

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

**6. Credit Card**

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

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**7. Leasing/Financing**

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

**8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**9. Leasing**

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

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

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

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

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**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT**

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

State of California

# MULTIPLE AWARD SCHEDULE

## LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-22-03-1080</b>
CMAS TERM DATES:	03/29/2022 through 09/15/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>January 20, 2022</u>
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 #:	<b>GS-02F-0151U</b>
BASE SCHEDULE HOLDER:	Tri-State Camera Exch. Inc.

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance services, software, software maintenance as a product, and cloud computing services. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](#) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts)). This requirement is not applicable to local government agencies.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS vendor is providing installation and maintenance services.

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

*Original Signature on File*

Effective Date: **03/29/2022**

John Dickinson, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions.

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

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

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**CMAS PRODUCT & SERVICE CODES**

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

Brand-Meraki  
Brand-Triplett  
Data Commun-Equipment  
Monitor-Computer  
Network-Component  
Network-System  
Router-Network  
Security-IT Hardware  
Security-IT Network  
Software-Application  
Software-Data Commun Mgmt  
Software-Data Management

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Software maintenance as a service, restroom products, and non-Information Technology office products are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
17500 Red Hill Avenue, Suite 120  
Irvine, CA 92614  
Attn: Rami Dababneh

E-mail: [gsa@lanwane.com](mailto:gsa@lanwane.com)

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

Contact: Rami Dababneh  
Phone: (714) 393-2264  
E-mail: [gsa@lanwane.com](mailto:gsa@lanwane.com)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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**CMAS NO. 3-22-03-1080**

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. See next paragraph for information.

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

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

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 100219114. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

**CMAS PRICES**

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

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

**PRICE DISCOUNTS**

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

**ACQUISITION OF IAAS AND/OR PAAS**

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with TL 17-06 ([www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf)). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

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**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

**WARRANTY**

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

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

**HOW TO USE CMAS**

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

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

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

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

**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 02/29/2024.

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

**SMALL BUSINESS MUST BE CONSIDERED**

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

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

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee 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.

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**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.

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

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

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

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

**Option 2 – No Withhold Language**

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

**PRODUCT SUBSTITUTIONS**

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

**NEW EQUIPMENT REQUIRED**

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

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

**SPECIAL MANUFACTURED GOODS**

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

**TRADE-IN EQUIPMENT**

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

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

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**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**ELECTRONIC WASTE RECYCLING**

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

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

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

See SAM 3520.10 for more information on this policy.

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

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

**PRODUCT INSTALLATION**

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

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

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**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website ([www.dgs.ca.gov/RESD](http://www.dgs.ca.gov/RESD)) if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 1051330. This is a Class C-7 Low Voltage Systems license that is valid through 03/31/2023.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

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

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Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCAL, Chapter 2, 2.E3.2.

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

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

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

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

<b>Cost</b>	<b>Installation</b>	<b>Final Bid Submission</b>
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.

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

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer or facsimile machine and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

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3. Items that do not meet the Productive Use Requirements for information technology products, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCAL, Chapter 2, 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

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

See complete [PCC 10298](#) language at  
(leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10298).

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

See complete [PCC 10299](#) language at  
(leginfo.legislature.ca.gov/faces/codes\_displaySection.xhtml?lawCode=PCC&sectionNum=10299).

**UPDATES AND/OR CHANGES**

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

- A CMAS supplement is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.

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- A CMAS supplement is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

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

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

**PAYMENTS AND INVOICES**

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

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

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

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

**Orders from Local Government Agencies:**

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

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

**4. Contractor Invoices**

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

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

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

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

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**CMAS NO. 3-22-03-1080**

**5. Advance Payments**

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

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

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

**6. Credit Card**

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

**7. Leasing/Financing**

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

**8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**9. Leasing**

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

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

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#### **10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

#### **OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

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

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**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

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**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT**

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

State of California

# MULTIPLE AWARD SCHEDULE

## LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-22-03-1078</b>
CMAS TERM DATES:	03/29/2022 through 05/20/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>January 20, 2022</u>
MAXIMUM ORDER LIMIT:	<b>State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QTCA18D00C3
BASE SCHEDULE HOLDER:	Tera Consulting Inc

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of hardware, hardware maintenance and repair services, software, software maintenance as a product, Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS). (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts)). This requirement is not applicable to local government agencies.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS vendor is providing installation, maintenance, and repair services.

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

*Original Signature on File*Effective Date: **03/29/2022**

John Dickinson, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
LAN WAN ENTERPRISE, INC.  
CMAS NO. 3-22-03-1078**

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

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

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
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**CMAS PRODUCT & SERVICE CODES**

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

Brand-Barracuda  
Brand-Microsoft  
Data Commun-Component  
Data Commun-Equipment  
Data Commun-Processor  
Disk Subsystem-Component  
Internet-Security  
Network-Component  
Network-System  
Software-Internet Access  
Software-Operating System  
Software-System Management

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Software maintenance as a service, facilities supplies, industrial products and services, furniture & furnishings, office supplies, marketing and public relations services, Information Technology (IT) consulting services, health IT services, business administrative services, training courses, other direct costs, and order-level materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
17500 Red Hill Avenue, Suite 120  
Irvine, CA 92614  
Attn: Rami Dababneh

E-mail: [gsa@lanwane.com](mailto:gsa@lanwane.com)

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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**CMAS NO. 3-22-03-1078**

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

**Contact:** Rami Dababneh  
**Phone:** (714) 393-2264  
**E-mail:** gsa@lanwane.com

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. See next paragraph for information.

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

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

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 100219114. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

**CMAS PRICES**

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

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

**PRICE DISCOUNTS**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
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**ACQUISITION OF IAAS AND/OR PAAS**

If using this CMAS for the purpose of acquiring Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS), State agencies must first obtain approval to use this CMAS from the California Department of Technology (CDT) in accordance with [TL 17-06](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf) ([www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf](http://www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf)). State agencies must document CDT's approval and maintain in the procurement file. Contact CDT for all questions related to the acquisition of IaaS and PaaS and TL 17-06.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

**WARRANTY**

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

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

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**HOW TO USE CMAS**

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCAL, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

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

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**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

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

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

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

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

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.

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

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

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

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

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

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

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

#### **CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 02/29/2024.

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

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**SMALL BUSINESS MUST BE CONSIDERED**

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

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

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

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

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

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

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

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

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

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

**Option 2 – No Withhold Language**

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

**PRODUCT SUBSTITUTIONS**

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

**NEW EQUIPMENT REQUIRED**

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

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

**SPECIAL MANUFACTURED GOODS**

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

**TRADE-IN EQUIPMENT**

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

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

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**ELECTRONIC WASTE RECYCLING**

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

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

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

See SAM 3520.10 for more information on this policy.

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

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

**PRODUCT INSTALLATION**

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

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

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESD) website ([www.dgs.ca.gov/RESD](http://www.dgs.ca.gov/RESD)) if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

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**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 1051330. This is a Class C-7 Low Voltage Systems license that is valid through 03/31/2023.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

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

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

#### **PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCal, Chapter 2, 2.E3.2.

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

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

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

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

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

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

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

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

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

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

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

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

See complete PCC 10298 language at  
([leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10298](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10298)).

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

See complete PCC 10299 language at ([leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10299](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10299)).

**UPDATES AND/OR CHANGES**

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

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**PAYMENTS AND INVOICES**

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

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

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

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

**Orders from Local Government Agencies:**

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

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

**4. Contractor Invoices**

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

- CMAS number
- Agency purchase order number
- Agency Bill Code (State Only)

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- Line item number
- Unit price
- Extended line item price
- Invoice total

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

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

#### **5. Advance Payments**

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

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

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

#### **6. Credit Card**

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

#### **7. Leasing/Financing**

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

#### **8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

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**9. Leasing**

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

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

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

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

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**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT**

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

State of California

# MULTIPLE AWARD SCHEDULE

## LAN WAN Enterprise, Inc.

CMAS NUMBER:	<b>3-22-03-1077</b>
CMAS TERM DATES:	03/29/2022 through 05/19/2024
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	<u>January 20, 2022</u>
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 #:	<b>47QSWA19D0071</b>
BASE SCHEDULE HOLDER:	GC&E SYSTEMS GROUP, LLC

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, installation, integration, maintenance, and repair of surveillance systems, security and detection systems, facilities management systems, and physical access control systems. (See page 3 for the labor categories and restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts) ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts)). This requirement is not applicable to local government agencies.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS vendor is providing installation, maintenance, and repair services.

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

*Original Signature on File*

Effective Date: **03/29/2022**

John Dickinson, Program Analyst, California Multiple Award Schedules Unit

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

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

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

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**CMAS PRODUCT & SERVICE CODES**

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

Brand-Amag  
Security-Components  
Security-IT Hardware  
Security-Management Systems  
Security-Software  
Software-Application  
Software-Security and Protection  
Video-Identification System  
Video-Surveillance Camera

**AVAILABLE PRODUCTS AND/OR SERVICES**

All of the products in the base schedule are available within the scope of this CMAS.

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

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

Installation/Maintenance Technician I  
Installation/Maintenance Technician II  
Installation/Maintenance Technician III

You may verify the following current information about the job titles available in the base schedule at the [General Services Administration \(GSA\) eLibrary](http://www.gsaelibrary.gsa.gov) ([www.gsaelibrary.gsa.gov](http://www.gsaelibrary.gsa.gov)):

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Software maintenance as a service, site preparation services, security system design, management, and life cycle support, and order-level materials are not available under this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)**  
**LAN WAN ENTERPRISE, INC.**  
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**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**LAN WAN Enterprise, Inc.**  
**17500 Red Hill Avenue, Suite 120**  
**Irvine, CA 92614**  
**Attn: Rami Dababneh**

**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

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

**Contact:** **Rami Dababneh**  
**Phone:** **(714) 393-2264**  
**E-mail:** [gsa@lanwane.com](mailto:gsa@lanwane.com)

**TOP 500 DELINQUENT TAXPAYERS**

In accordance with Public Contract Code (PCC) 10295.4, and prior to placing an order for IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor's name does not appear on either list of the 500 largest tax delinquencies pursuant to Revenue and Taxation Code 7063 or 19195. See next paragraph for information.

The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at [www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html).

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

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 100219114. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website ([cdtfa.ca.gov](http://cdtfa.ca.gov)).

**MINIMUM ORDER LIMITATION**

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

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**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.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

**WARRANTY**

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

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

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

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**HOW TO USE CMAS**

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements, see SCM, Volume 2, Chapter 3, 3.5.7 and Volume 3, Chapter 3, 3.4.7.
- Search for potential CMAS contractors on the CMAS website ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or services needed.
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See SCM Volumes 2, 3, and FISCAL, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per PCC 10329.

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

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**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

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

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

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

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

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.

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

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

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

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

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

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

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

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a certified SB enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2017889 expires on 02/29/2024.

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

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**SMALL BUSINESS MUST BE CONSIDERED**

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

CMAS Small Business and Disabled Veteran Partners lists ([www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](http://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules)) can be found on the CMAS website by selecting “Find a CMAS Contractor”.

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

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

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

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

**WITHHOLD LANGUAGE (SB588)**

**Option 1 – Withhold Language**

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

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

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

**Option 2 – No Withhold Language**

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

**PRODUCT SUBSTITUTIONS**

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

**NEW EQUIPMENT REQUIRED**

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

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

**SPECIAL MANUFACTURED GOODS**

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

**TRADE-IN EQUIPMENT**

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

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

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form ([www.calrecycle.ca.gov/contracts/forms](http://www.calrecycle.ca.gov/contracts/forms)) upon request by the state ordering agency.

**ELECTRONIC WASTE RECYCLING**

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

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

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

See SAM 3520.10 for more information on this policy.

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

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

**PRODUCT INSTALLATION**

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

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

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, Real Estate Services Division (RESR) website ([www.dgs.ca.gov/RESR](http://www.dgs.ca.gov/RESR)) if you have questions about public works transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

The bond amount for public works is not less than 100% of the purchase order price.

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

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

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**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board ([www.cslb.ca.gov](http://www.cslb.ca.gov)) to verify that the Contractor's License shown below is still active and in good standing.

The CMAS contractor's California Contractor's License number is 1051330. This is a Class C-7 Low Voltage Systems license that is valid through 03/31/2023.

**Cable and Wire:** Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

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

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per SCM, Volume 3, Chapter 2, 2.B6.2 and SCM, Volume FISCAL, Chapter 2, 2.E3.2.

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

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

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

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

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

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

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

**NOT SPECIFICALLY PRICED ITEMS**

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances, where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

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

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

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

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

See complete PCC 10298 language at  
([leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10298](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10298)).

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

See complete PCC 10299 language at ([leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=PCC&sectionNum=10299](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC&sectionNum=10299)).

**UPDATES AND/OR CHANGES**

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

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

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

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

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

**ORDER OF PRECEDENCE**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

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**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

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

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

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

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

**Orders from Local Government Agencies:**

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

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

**4. Contractor Invoices**

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

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

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- Extended line item price
- Invoice total

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

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

#### **5. Advance Payments**

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

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

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

#### **6. Credit Card**

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

#### **7. Leasing/Financing**

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

#### **8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMart State Financial Marketplace. Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

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**9. Leasing**

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

Buyers may contact the GS SMart Administrator, Kris Bianchini via e-mail at [kristopher.bianchini@dgs.ca.gov](mailto:kristopher.bianchini@dgs.ca.gov) for further information.

**10. Maintenance Tax**

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the taxable consumables for State accounting purposes.

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

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

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

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

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

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

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**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT**

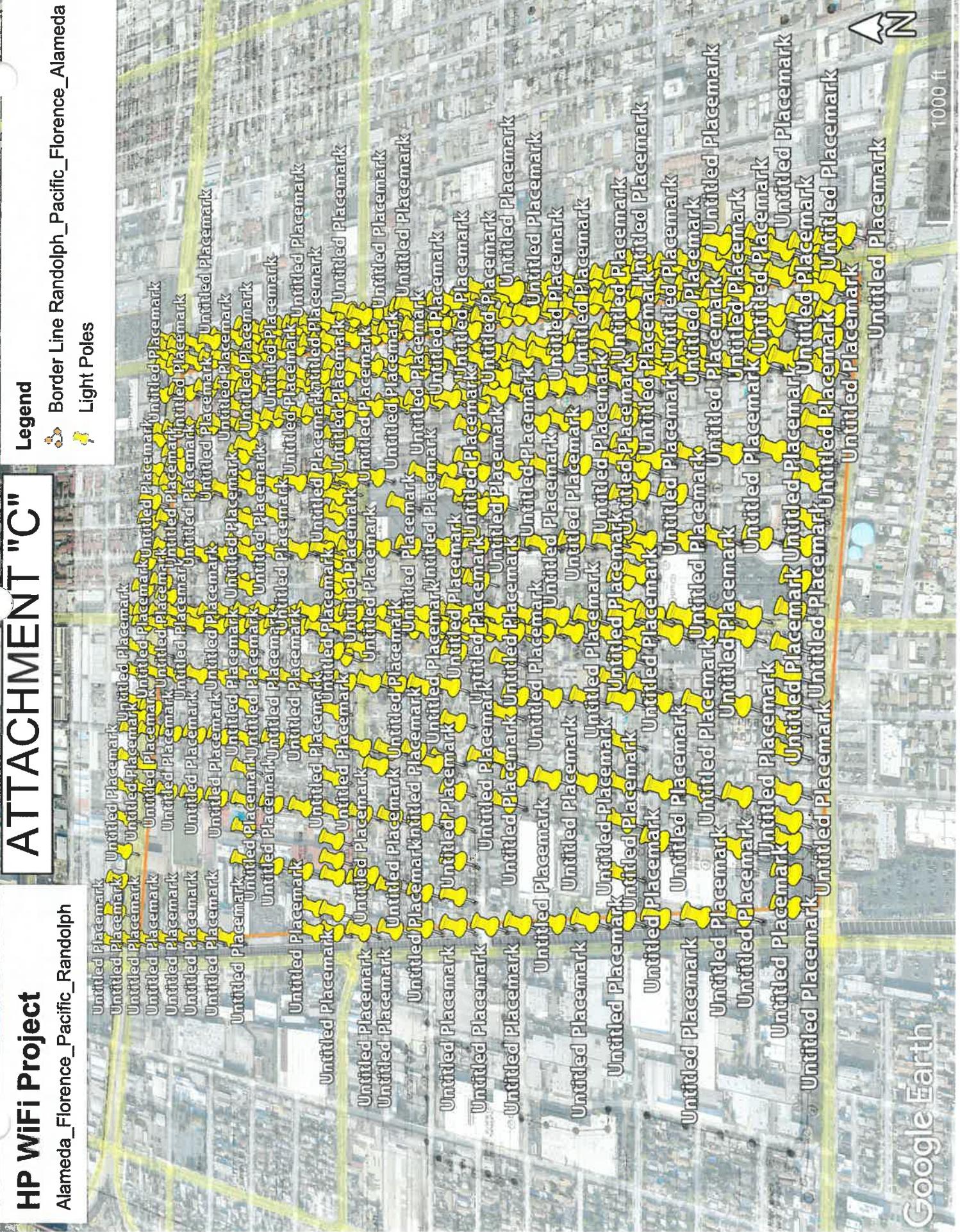
To view the [DGS Accessibility Policy](#), please visit [www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility](http://www.dgs.ca.gov/Configuration/Footer-Utility-Links/Accessibility/Accessibility).

## ATTACHMENT "C"

# HP WiFi Project

Alameda\_Florence\_Pacific\_Randolph

## ATTACHMENT "C"



## ATTACHMENT "D"

**RESOLUTION NO. 2023-XX**

**RESOLUTION OF THE CITY COUNCIL  
OF THE CITY OF HUNTINGTON PARK  
APPROVING AWARD OF CONTRACT TO LAN WAN ENTERPRISE -  
CITYWIDE Wi-Fi PROJECT AND AUTHORIZATION OF ONGOING  
MONTHLY MAINTENANCE AND ADMINISTRATION COSTS**

**WHEREAS**, the City of Huntington Park (“City”) recognizes that access to affordable and reliable internet connectivity has become increasingly essential in the daily lives of City residents and community members and further recognizes that internet connectivity has a profound impact on education, economic opportunities, healthcare, and social engagement;

**WHEREAS**, the City further recognizes that areas within the city exist where internet access is limited, and some not affordable, resulting in a digital divide that hinders progress and equitable opportunities;

**WHEREAS**, the City has made addressing this digital divide a priority;

**WHEREAS**, the City received an attached proposal, “Attachment A”, which outlines a pilot project that has been developed to implement a City-Wide Wi-Fi network at various locations throughout the community. This proposal aims to provide universal access to internet, foster digital inclusion, and promote economic growth and community development;

**WHEREAS**, implementation of the pilot project will help bridge the digital divide by providing equitable access to the internet for all residents, regardless of their socioeconomic status or geographic location. This will empower underserved communities, students, and low-income households with the tools they need to thrive in the digital age.

**WHEREAS**, implementation of the pilot project will enhance educational opportunities by providing students with access to online resources, e-learning platforms, Artificial Intelligence AI tools and research materials. It will enable innovation, collaboration, and digital literacy initiatives that drive academic achievement and workforce development. The City-Wide Wi-Fi network will also promote community engagement through online platforms, enabling residents to participate in civic discussions, access government services, and connect with one another;

**WHEREAS**, Public Contract Code Sections 10290 et seq. and 12105.5, include the approval for local government agencies to use California Multiple Award Schedule Contracts (CMAS) for acquisition of information technology and non-information technology products and services. Public Contract Code 10298 and 10299 authorizes local government agencies to use CMAS without competitive bidding;

**WHEREAS**, LAN WAN Enterprise, Inc. is recognized as a certified CMAS contractor by the California Department of General Services ("DGS"). Attachment "A" includes the desired equipment, the corresponding CMAS numbers, the number of units and the unit price. Attachment "B" includes copies of the relevant DGS Multiple Award Schedules and the corresponding CMAS numbers.

**NOW THEREFORE, BE IT RESOLVED,**

**SECTION 1.** The foregoing statements are true and correct.

**SECTION 2.** The City Council of the City of Huntington Park hereby approves the award of a contract with LAN WAN to procure the necessary equipment to implement the City Wide Wi-Fi Network project utilizing CMAS procedures and authorizes the approval of ongoing monthly maintenance and administration costs in the amount of \$12,000 per month. The total award to LAN WAN, including the procurement of the necessary equipment and the monthly maintenance and administration costs shall not exceed the amount of \$2,599,665.34. Attachment "A" includes the desired equipment, the corresponding CMAS numbers, the number of units and the unit price.

Attachment "B" includes copies of the relevant DGS Multiple Award Schedules and the corresponding CMAS numbers.

**SECTION 3.** The City Manager is authorized to execute all agreements necessary to implement the Citywide Wi-Fi Project.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Huntington Park at its meeting on this 6th day of June, 2023.

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Eduardo Martinez, Mayor

ATTEST:

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Eduardo Sarmiento, City Clerk

## CERTIFICATION

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES ) SS:  
CITY OF HUNTINGTON PARK )

I, Eduardo Sarmiento, City Clerk of the City of Huntington Park, hereby certify that the foregoing Resolution No. 2023-\_\_ was passed and adopted by the City Council of the City of Huntington Park, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 6th day of June, 2023, and that said Resolution was adopted by the following vote, to-wit:

AYES: Council Member(s):

NOES: Council Member(s):

IN WITNESS WHEREOF,  
I have hereunto set my hand and affixed  
the Seal of the City of Huntington Park,  
this \_\_\_\_\_ day of June 2023

## Eduardo Sarmiento, City Clerk