

CITY OF HUNTINGTON PARK City Council Regular Meeting Agenda

Tuesday, August 20, 2024

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

Karina Macias
Mayor

Arturo Flores
Vice Mayor

Eduardo “Eddie” Martinez
Council Member



Jonathan Sanabria
Council Member

Esmeralda Castillo
Council Member

All agenda items and reports are available for review in the City Clerk's Office and 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. 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 Karina Macias
Vice Mayor Arturo Flores
Council Member Eduardo “Eddie” Martinez
Council Member Jonathan Sanabria
Council Member Esmeralda Castillo

INVOCATION

PLEDGE OF ALLEGIANCE

PRESENTATION(S)

1. PROCLAMATION IN RECOGNITION OF MORRIS WILLIAMS 100TH BIRTHDAY AND TRIBUTE TO HIS MILITARY SERVICE DURING WORLD WAR II

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 – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Consideration of one (1) potential case
2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1) – One matter
Mario Diaz v. City of Huntington Park
WCAB Case Number: ADJ16546071

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. Special City Council Meeting held August 5, 2024

FINANCE

2. CHECK REGISTERS

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated August 20, 2024

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY COUNCIL

1. CONSIDERATION AND APPROVAL OF AN APPROPRIATION FROM THE GENERAL FUND IN FISCAL YEAR 2024-25 FOR A BASEBALL CLINIC IN THE CITY OF HUNTINGTON PARK IN PARTNERSHIP WITH PANTONE 294

RECOMMENDED THAT CITY COUNCIL:

1. Approve an appropriation from the General Fund in the amount of \$6,500 to Public Events account number 111-0240-466-55-42 in Fiscal Year 2024-25 for the planning and development of a baseball clinic in partnership with Pantone 294; and
2. Authorize the City Manager to effectuate the City Council's direction.

2. DISCUSSION ON RENT STABILIZATION IN THE CITY OF HUNTINGTON PARK

RECOMMENDED THAT CITY COUNCIL:

1. Discuss Rent Stabilization in the City of Huntington Park; and
2. Authorize the City Manager to effectuate the City Council's direction.

3. ADOPTION OF A RESOLUTION AGAINST DIGITAL DISCRIMINATION

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a resolution against digital discrimination; and
2. Authorize Mayor to execute the resolution.

FINANCE

4. **CONSIDERATION AND APPROVAL TO PURCHASE OF AN INTEGRATED MOTOROLA COMPUTER-AIDED DISPATCH AND RECORD MANAGEMENT SYSTEM WITH A MOTOROLA SECURITY CAMERA SYSTEM AND ENTRANCE MANAGEMENT CONTROL SYSTEM**

RECOMMENDED THAT CITY COUNCIL:

1. Authorize an expenditure of \$3,129,008.35 plus applicable taxes to purchase and install of hardware and software from Motorola Solutions, Inc.; or
2. Authorize an expenditure of \$1,265,636.00 plus applicable taxes to purchase and install of hardware and software from Motorola Solutions, Inc., and \$1,896,447.20 plus applicable taxes to purchase and install of hardware and software from LANWAN Enterprise, Inc., for a total expenditure of \$3,162,083.20 plus applicable taxes; or
3. Authorize an expenditure of \$1,265,636.00 plus applicable taxes to purchase and install of hardware and software from Motorola Solutions, Inc., and direct the City Manager to perform a Sealed Bid Process for the procurement based on certain specifications and performance metrics of an Avigilon Security Video Management and Access Control Solutions; and
4. Authorize the City Manager to negotiate and execute the agreement(s).

POLICE DEPARTMENT

5. **RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR 2024/2025 ABC GRANT ASSISTANCE PROGRAM FUNDING**

RECOMMENDED THAT CITY COUNCIL:

1. Approve the Standard Agreement with the Department of Alcoholic Beverage Control - Grant Assistance Program; and
2. Adopt a resolution authorizing the City Manager to enter into an agreement with the Department of Alcoholic Beverage Control; and
3. Authorize a budget appropriation of \$40,000 to the designated account.

6. **CONSIDERATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES AND ACCEPT INCREASE IN COST**

RECOMMENDED THAT CITY COUNCIL:

1. Consider renewal of the crossing guard services agreement with All City Management Services; and

2. Determine the length of time of the agreement and scope of service; and
3. Authorize the City Manager to finalize and execute the agreement.

CITY CLERK

7. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS

RECOMMENDED THAT CITY COUNCIL:

1. Make appointments to Commissions consistent with provisions set forth in Resolution No. 2015-19.

COMMUNITY DEVELOPMENT

8. ADOPTION OF A RESOLUTION APPROVING FINAL PARCEL MAP NO. 84377 FOR PROPERTY LOCATED AT 2501-2533 EAST 56TH STREET.

RECOMMENDED THAT CITY COUNCIL:

1. Adopt a resolution approving Final Parcel Map No. 84377 for the consolidation of twenty-seven (27) lots into two (2) parcels on property located at 2501-2533 East 56th Street.

PUBLIC WORKS

9. APPROVE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH NCE FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

RECOMMENDED THAT CITY COUNCIL:

1. Approve First Amendment Agreement to Professional Service Agreement with NCE for preparation of Plans, Specifications, and Estimate of CIP 2023-01 SB1 Street Enhancement Project; and
2. Authorize the City Manager to execute First Amendment Agreement.

END OF REGULAR AGENDA

PUBLIC HEARING(S)

1. **UPHOLDING THE PLANNING COMMISSION'S DETERMINATION TO DENY PLANNING COMMISSION CASE NO. 2024-01 DA (DIRECTOR'S APPEAL), A REQUEST FOR PLANNING COMMISSION TO MODIFY THE DETERMINATION OF THE COMMUNITY DEVELOPMENT DIRECTOR TO RESTORE LEGAL NONCONFORMING STATUS FOR PROPERTY LOCATED AT 2502 RANDOLPH STREET, WITHIN THE HIGH DENSITY RESIDENTIAL (R-H) ZONE.**

RECOMMENDED THAT CITY COUNCIL:

1. Conduct a public hearing; and
2. Take public testimony; and
3. Receive additional and final comments for or against the decision; and
4. Upholding the Planning Commission's determination to deny Planning Commission Case No. 2024-01 DA, to modify the determination of the Community Development Director to restore legal nonconforming status for property located at 2502 Randolph Street, within the High Density Residential (R-H) zone.

DEPARTMENTAL REPORTS

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Esmeralda Castillo

Council Member Jonathan Sanabria

Council Member Eduardo "Eddie" Martinez

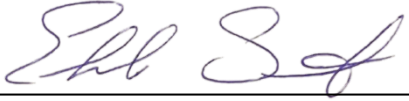
Vice Mayor Arturo Flores

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn the meeting to a Regular Meeting on Tuesday, September 3, 2024 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 not less than 72 hours prior to the meeting. Dated this 15th day of August 2024.



Eduardo Sarmiento, City Clerk

CONSENT CALENDER

ITEM 1

MINUTES

Meeting of the
City of Huntington Park City Council
Monday, August 5, 2024

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:03 p.m. on Monday, August 5, 2024, in the Council Chambers at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

PRESENT: Council Member(s): Esmeralda Castillo, Jonathan A. Sanabria, Eduardo “Eddie” Martinez, Vice Mayor Arturo Flores and Mayor Karina Macias

ABSENT: None

CITY OFFICIALS/STAFF: City Manager Ricardo Reyes; Eduardo Sarmiento City Clerk; Cosme Lozano Police Chief; Steve Forster Director of Community Development and Interim Director of Public Works; Sergio Infanzon Director of Communications; Cynthia Norzagaray Director of Parks and Recreation; Arnold M. Alvarez-Glasman City Attorney.

INVOCATION

Mayor Macias led the invocation.

PLEDGE OF ALLEGIANCE

Councilmember Sanabria led Pledge of Allegiance

PRESENTATION(S)

1. NATIONAL HEALTH CENTER WEEK PROCLAMATION
2. RECOGNITION OF MEDICAL CAMP ORGANIZER
3. PROCLAMATION TO FORMER MAYOR RICAR LOYA

PUBLIC COMMENTS

The following people provided public comment:

1. Lupita Carranza
2. Maria Consuelo
3. Adela Rivera

STAFF RESPONSE

City Manager stated he would provide a solution the matter discussed public comment at the August 20, 2024 city council meeting.

CLOSED SESSION

Attorney Arnold Glasman stated that it is appropriate to recess to closed session. Mayor Macias recessed into closed session at 6:42 p.m.

1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Government Code Section 54956.9(d)(2)
Consideration of two (2) potential case
2. CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency designated representatives: Ricardo Reyes
Employee organization: Huntington Park POA
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code Section 54956.9(d)(1)
Jon Pina vs. City of Huntington Park, et al.
Los Angeles County Superior Court Case No. 19STCV23618
NOT DISCUSSED.

Mayor Macias reconvened the City Council meeting from Closed Session at 7:56pm

CLOSED SESSION ANNOUNCEMENT

City Attorney Arnold Glasman reported that the record should reflect that with five (5) members of the City Council present item one (1) which included two matters, item two (2) listed on closed session agenda were discussed. Item three (3) was not discussed in closed session due to it being previously handled matter. Regarding item one (1) on the closed session agenda, the City Council received a briefing, but no reportable action was taken. Regarding item two (2) on the closed session agenda, the City Council received a briefing, but no reportable action was taken. This concluded the closed session report.

CONSENT CALENDAR

MOTION: Councilmember Martinez moved to approve the Consent Calendar, Seconded by Vice Mayor Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: None

CITY CLERK

1. CITY COUNCIL MEETING MINTUES

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

1. Special City Council Meeting held June 4, 2024
2. Regular City Council Meeting held June 18, 2024

FINANCE

2. CHECK REGISTER

RECOMMENDED THAT CITY COUNCIL:

1. Approve Accounts Payable and Payroll Warrant(s) dated August 5, 2024

3. FISCAL YEAR 2023 AUDITED FINANCIAL STATEMENTS

RECOMMENDED THAT CITY COUNCIL:

1. Receive and file the FY 2023 Audited Financial Statement

COMMUNITY DEVELOPMENT

4. CONSIDERATION AND APPROVAL FOR RESIDENT CASE FILE WITH THE OWNER-OCCUPIED REHABILITATION PROGRAM FUNDED WITH THE CALHOME GRANT IN THE AMOUNT OF \$42,951.00 OR UP TO \$100,000.

RECOMMENDED THAT CITY COUNCIL:

1. Authorize the City Manager to approve payment and to execute related documents.

END OF CONSENT CALENDAR

SPECIAL AGENDA

CITY COUNCIL

1. CONSIDERATION AND APPROVAL OF RESOLUTION ADOPTING AND AUTHORIZING A MONTHLY AUTOMOBILE ALLOWANCE TO BE PROVIDED TO MEMBERS OF THE HUNTINGTON PARK CITY COUNCIL

Council member Sanabria made a friendly amendment to the initial motion to reduce the auto allowance amount stated on the resolution from \$650 a month to \$150 a month.

Vice Mayor Flores accepted the friendly amendment to the initial motion.

MOTION: Vice Mayor Flores moved to approve Resolution adopting and authorizing the award of a monthly automobile allowance of \$150 per month to members of the Huntington Park City Council., second by Councilmember Sanabria. Motion failed to obtain majority. Motion did not pass.

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

NOES: Council Member (s): Castillo, Martinez, Mayor Macias

ABSENT: None

COMMUNITY DEVELOPMENT

2. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE ARCHITECTURAL SERVICES AT CITY HALL

MOTION: Councilmember Martinez moved to award the professional services agreement (PSA) to provide Architectural Services at City Hall to We Architects Group for a not-to-exceed fee of \$195,060; and authorize the Finance Director to allocate funding into project account number that will pay for this service payable to ARPA funds; and authorize the City manager to execute the professional services agreement, seconded by Council member Castillo. Motion carried by unanimous consent.

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

NOES: None

ABSENT: None

3. CONSIDERATION OF THE ECONOMIC DEVELOPMENT COMMITTEE (EDC) RECOMMENDED ACTION PURSUANT TO MEASURE PP

MOTION: Councilmember Sanabria moved to authorize the City Manager to implement the necessary direction of the City Council pursuant to the implementation of Measure PP and proceed with the release of the request for propels (RFP) after City Manager's review, seconded by Vice Mayor Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: None

4. DISCUSSION AND/OR ACTION ON THE DISSOLUTION OF THE ECONOMIC DEVELOPMENT COMMITTEE

MOTION: Council Member Martinez moved to approve staff recommendation, seconded by Vice Mayor Flores.

SUBSTITUTE MOTION: Mayor Macias moved to dissolve the Economic Development Committee and establish a temporary Ad Hoc Committee for development and implementation of the parking permit program comprised of Council members Martinez and Sanabria with the understanding that the City

Manager will also be present at these meetings and designate which other director will be present for discussion to report back to City Council, and proceed with the release of the request for proposals related to Measure PP discussed in the previous agenda item, seconded by Council member Sanabria. Motion carried by unanimous consent.

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

NOES: None

ABSENT: None

5. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE FAIR HOUSING SERVICES

MOTION: Vice Mayor Flores moved to Award a One (1) year professional service agreement (PSA) to provide fair housing services to the sole responsive and responsible proposer, Fair Housing Foundation for a not-to-exceed amount of \$20,000; and Authorize the City Manager to execute the PSA; and add a fact sheet for renters related to the services provided by Fair Housing Foundation on the city website, seconded by Councilmember Castillo. Motion carried by unanimous consent

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

NOES: None

ABSENT: Council Member(s): None

6. CONSIDERATION AND ADOPTION TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE HOMELESS OUTREACH SERVICES

MOTION: Councilmember Martinez moved to award a One (1) year professional service agreement (PSA) to provide homeless outreach services to Inner City Visions (ICV) for a not-to-exceed amount of \$127,330; and Authorize the City Manager to execute the PSA; and direct staff to provide the City Council with the quarterly metrics related to the services being provided by Inner City Visions; and stipulate in the new agreement that Inner City Vision will pursue the certification required to gain access to the Homeless Management Information System (HMIS). Second by Mayor Macias. Motion carried by unanimous consent

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

NOES: Council Member (s): None

ABSENT: Council Member(s): None

7. CONSIDERATION AND APPROVAL TO SOLICIT PROPOSALS FOR FEDERAL

GRANT COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATIVE SERVICES

MOTION: Vice Mayor Flores moved to Authorize staff to publish a Request for Proposal (RFP) from qualified community development firms to provide professional management and administrative services related to the implementation of the City's Community Development Block Grant (CDBG), and other programs funded through the U.S. Department of Housing (HUD) and Urban Development and California Department of Housing and Community Development (HCD), second by Macias. Motion carried by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Member(s): None

PUBLIC WORKS

8. CONSIDERATION AND APPROVAL TO AWARD A CONSTRUCTION CONTRACT FOR CIP 2019-14 ATP CYCLE V PROJECT

MOTION: Councilmember Martinez moved to award the contract to Palp Inc. DBA Excel Paving for the construction of CIP 2019 14 ATP Cycle V Project as the lowest responsive, responsible bidder for a not to exceed fee of \$2,592,810; and approve a 10% construction contingency in the amount of \$259,281; and appropriate \$2,852,091; and t Authorize the City Manager to execute the construction contract agreement and all change orders in good faith, second by Macias. Motion carried by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Member(s): None

9. RESOLUTION TO APPROVE ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2024-25 FUNDED BY SENATE BILL 1 (SB1), THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

MOTION: Councilmember Martinez moved to adopt Resolution approving the Fiscal Year 2024-25 project list for Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017; and authorize staff to upload the resolution with the list of streets to the California Transportation Commission (CTC) website, second by Councilmember Castillo. Motion carried by unanimous consent.

AYES: Council Member (s): Sanabria, Castillo, and Martinez, Vice

Mayor Flores, and Mayor Macias

NOES: Council Member (s): None

ABSENT: Council Member(s): None

10. CONSIDERATION AND APPROVAL OF SECOND AMENDMENT TO CONTRACT SERVICES AGREEMENT FOR MEDIA TECHNICIAN SERVICES

MOTION: Vice Mayor Flores moved to Approve second amendment to the contract services agreement with Mr. Joel Gordillo for media technician services extending the term for another three (3) years. Upon conclusion of the term, this agreement must come back to the Council for review and approval; and Authorize City Manager to execute agreement, second by Councilmember Martinez. Motion carried by unanimous consent

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

NOES: Council Member (s): None

ABSENT: Council Member(s): None

11. COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS

Councilmember Castillo appointed Estella Lopez to the Youth Commission.
Councilmember Flores appointed Mario Gomez to the Planning Commission and Vanessa Bautista to the Civil Service Commission.
Councilmember Sanabria appointed Nancy Matie to the Civil Service Commission.

12. CONSIDERATION OF THE CREATION OF A THEATRE AND PERFORMING ARTS COMMISSION

MOTION: Vice Mayor Flores moved to approve the addition of a Theatre and Arts Commission. Seconded by Martinez. Motion carried unanimously.

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

NOES: Council Member (s): None

ABSENT: Council Member(s): None

POLICE DEPARTMENT

13. APPROVE THE PURCHASE OF THREE POLICE DEPARTMENT PATROL OPERATIONS DIVISION VEHICLES AND SUPPLEMENTARY EQUIPMENT

MOTION: Vice Mayor Flores moved Authorize the requisition of funds to purchase three Police Department Patrol Services Division police patrol vehicles from FCA US, LLC (DODGE), specifically Carville Chrysler Dodge Jeep Ram in Greeneville,

TN; and, Approve an expenditure in the amount not to exceed \$248,038, and request Finance Director identify grant funding source; and Authorize the City Manager to purchase the vehicles and equip them with the associated technology and emergency response equipment. Seconded by Councilmember Sanabria. Motion carried by unanimous consent.

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

NOES: Council Member (s): None

ABSENT: Council Member(s): None

COMMUNICATIONS & COMMUNITY RELATIONS

Prior to agenda item #14 Council member Martinez recused himself from the item.

14. CONSIDERATION AND APPROVAL TO AWARD PROFESSIONAL SERVICES AGREEMENT TO PROVIDE PUBLIC INFORMATION OFFICER SERVICES, PUBLIC AFFAIRS SUPPORT AND STRATEGIC PLANNING FOR SPECIALIZED ACTIVITIES

MOTION 1: Vice Mayor Flores moved to award the contract to Tzunu Strategies. Second by Councilmember Sanabria. Motion failed due to lack of majority vote.

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

NOES: Council Member (s): Castillo and Mayor Macias

RECUSED: Council Member(s): Martinez

MOTION 2: Council Member Sanabria moved to award the contract to Lee Andrews Group. Second by Vice Mayor Flores. Motion failed due to lack of majority vote.

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

NOES: Council Member (s): Castillo and Mayor Macias

RECUSED: Council Member(s): Martinez

MOTION 3: Vice Mayor Flores moved to terminate the current contract with Velada and begin a recruitment process to bring an internal Public Information Officer on staff.

SUBSTITUTE MOTION 3: Mayor Macias made a substitute motion to go back to request for proposals (RFP) and award a six (6) month contract, and direct staff to concurrently the request for proposals begin recruitment for a permanent internal Public Information Officer position. Second by Councilmember Sanabria. Motion carried by majority consent.

AYES: Council Member (s): Castillo, Sanabria and Mayor Macias

NOES: Vice Mayor Flores

RECUSED: Council Member(s): Martinez

At the conclusion of item #14 Council member Martinez returned to the dais.

CITY MANAGER

15. CONSIDERATION OF APPROVAL OF A RESOLUTION ESTABLISHING A SPENDING LIMITS POLICY FOR PURCHASING AUTHORITY FOR THE CITY MANAGER

MOTION: Councilmember Sanabria moved to adopt Resolution amending Resolution No. 2019-04, Establishing A Spending Limits Policy for Purchasing Authority for the City Manager. Macias added Friendly Amendment to approve a \$50,000 spending authority and a settlement authority of \$100,000. Second by Flores. Motion carried by unanimous consent.

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

NOES: None

ABSENT: None

16. CONSIDERATION AND APPROVAL OF A RESOLUTION FIXING THE ANNUAL PENSION TAX RATE TO PAY THE CITY'S PENSION OBLIGATION BOND ANNUAL DEBT SERVICE AND A PORTION OF THE COST OF THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM FOR FISCAL YEAR 2024-2025

MOTION: Vice Mayor Flores moved to Adopt a Resolution Fixing the Rate of Taxes to Pay the Cost of the Public Employees Retirement System for the Fiscal Year 2024-2025 and Levying Taxes for Said Retirement System to the Fiscal Year Beginning July 1, 2024. Second by Councilmember Martinez

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

NOES: None

ABSENT: None

END OF SPECIAL AGENDA

PUBLIC HEARING(S)

1. CONSIDERATION AND APPROVAL OF A RESOLUTION AUTHORIZING COLLECTION OF DELINQUENT REFUSE CHARGES PURSUANT TO SECTION 6-2.112 OF THE CITY OF HUNTINGTON PARK'S MUNICIPAL CODE (172.54 REFUSE COLLECTION FEES)

Mayor Macias opened the public hearing at 9:41pm. No public testimony was provided, and Mayor Macias closed the public hearing at 9:41pm.

MOTION: Councilmember Sanabria moved to Conduct a public hearing; and Take public testimony; and Adopt a Resolution directing the County Assessor to include delinquent refuse collection fees as a special assessment to be collected at the same time and in the same manner as County taxes (172.54 Refuse Collection Fees). Public Hearing opened at 9:41pm and closed at 9:41pm. Second by Vice Mayor Flores

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

NOES: None

ABSENT: None

2. CONSIDERATION AND APPROVAL OF A RESOLUTION ESTABLISHING AND ORDERING THE LEVY AND COLLECTION OF THE ANNUAL SPECIAL TAX FOR THE CITY OF HUNTINGTON PARK STREET LIGHTING, PARKS, AND LANDSCAPING SPECIAL TAX DISTRICT FOR FISCAL YEAR 2024-2025

Mayor Macias opened the public comment at 9:44pm. No public testimony was provided, and Mayor Macias closed the public hearing at 9:45pm.

MOTION: Councilmember Martinez moved to Conduct a public hearing; and take public testimony; and Adopt Resolution establishing and ordering the Levy and Collection of the Annual Special Tax for the City of Huntington Park Street Lighting, Parks and Landscaping Special Tax District for Fiscal Year 2024-2025. Public Hearing opened at 9:44pm and closed at 9:45pm. Second by Councilmember Sanabria.

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

NOES: None

ABSENT: None

DEPARTMENTAL REPORTS

City Manager Reyes thanked the Mayor and Council for their support.

Finance Director Jeff Jones thanked staff for their efforts with the budget and audits.

Police Chief reported National Night out event tomorrow Tuesday, August 6th, 2024, a movie at the park at the end of the event.

Parks and Recreation Director Cynthia Norzagaray thanked the council and staff for their participation and support at last weekend's concert at Salt Lake Park. She also shared information on the back-to-school event next weekend. She closed by sharing information on Dodger Day at Salt Lake Park.

Interim Director of Public Works Steve Forster updated the Council on the Slauson Ave project.

City Clerk Eduardo Sarmiento thanked the council for their efforts in filling the commission vacancies.

Director of Communications Sergio Infanzon provided an update on upcoming city events and encouraged the community to visit the city website for more information.

WRITTEN COMMUNICATIONS

None

COUNCIL COMMUNICATIONS

Council member Castillo thanked staff and encouraged everyone to participate in National Night Out.

Council member Sanabria directed staff to conduct a rent control study for Huntington Park and suggested inquiring on how the city of Cudahy proceeded with its rent control. He thanked Finance Director Jone and detective Parsa for giving him a tour of the Information Technology infrastructure. He pointed out a Ring camera near the Police Department and asked staff to investigate the reason it is there.

Council member Martinez thanked everyone for a great meeting and added that it's great to have these conversations and although we may not agree all we are all Huntington Park and are here for the city. He also recognized the late Ric Loya and all of his contributions to the community.

Vice Mayor Flores began by echoing his colleague's comments regarding the Loya family and the service he provided to the city of Huntington Park. He then thanked staff for their hard work and requested staff continue holding vendors accountable. He added that no vendor is above accountability or above this Council and or the City Manager and thanked those staff members already taking those steps for accountability. He shared his enthusiasm for National Night Out and encouraged everyone to attend. Vice Mayor Flores stated that this city council meeting was the first meeting with this amount of political discourse. He added that it was enjoyable, agreeing to disagree gave him hope

in the direction the city is heading in. To see council members sharing their thoughts, their own voice and drives and vision for the city truly was an inspiration to him. He closed by giving directions to the city manager regarding some items he would like to see brought before the City Council. First, he stated the fee schedule adjustment is outdated and requested the city manager to present an update fee schedule for consideration focusing on fiscal solvency and asked for it to be presented at the second city council meeting in August. Second is the water enterprise fund has a structural deficit and ask for a study be conducted and reported on the second meeting in September with recommendations to address the deficit. He also asked for the pavement management plan to be updated and presented to the council for consideration. He then asked for a closed session item at the second city council meeting in September to discuss employment agreement contracts. He closed by thanking the police department for being here this evening.

Mayor Macias thanked staff for their patience, hard work and commitment to the community. She then thanked the director of Parks and Recreation for the great summer program ending with a great concert last weekend. She added that the Parks and Recreation team has put on great programming and hopes to continue adding additional programming not only for the summer but all year round.

ADJOURNMENT

Mayor Macias adjourned the meeting in honor of the late Mayor and Council member Richard Loya and thank him for the service to this community and extended her prayers in well wished to the family of Mr. Loya during this difficult time. She adjourned the meeting at 10:05 p.m. The next City of Huntington Park City Council meeting will be held on Tuesday August 20, 2024 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	227	Offc of Criminal Justice
112	Waste Collection/Disposal	228	State Dept. of Justice
113	American Rescue Plan Act	229	Police Forfeiture Fund
114	Spec Events Contributions	230	Homeland Security Fund
115	General Fund Reserve	231	Parking System Fund
116	Retirement Fund	232	Art in Public Places Fund
120	Special Revenue DNA ID	233	Bullet Proof Vest Grant
121	Special Revnu Welfare Inm	234	Congressional Earmark
122	Prevention Intervention	235	Federal Street Improvmnt
123	Board of Corrections LEAD	236	HUD Economic Empowerment
124	Auto Theft Prevention	237	Community Planning
150	Emergency Preparedness	238	Air Pollution Grant
151	Economic Development	239	Federal CDBG Fund
152	Greenway Linear Park Proj	240	HUD EZ/EC Soc Sec Block
200	Local Grants	241	CalHome
201	State Grants	242	HUD Home Program
202	CFP Crosswalks	243	HUD 108 B03MC060566
203	Federal Grants	244	HUD EDI Grant
204	SR2S Middleton Safe Route	245	EPA Brownfield
205	CFP Pacific Blvd	246	LBPHCP-Lead Base
206	CFP I Park Pay Station	247	Neighborhood Stabilization
207	CFP Signal Synchronizatio	248	Homelessness Prevention
208	CMAQ Metro Rapid	249	DEPT OF TOXIC SUBSTANCES
209	CFP City Street Resurfac	250	DTSC Grant
210	Measure M	251	Land & Water Conservation
211	Road Maint & Rehab SB1	252	ABC
212	P & R Grants	253	DEBT SERVICE FUND
213	Park Facilities	254	Home ARP Grant
214	Recreation Field Charter	257	CDC Merged Project Fund
215	Trees for A Better Enviro	258	CDC Merged Debt Service
216	Employees Retirement Fund	259	CDC Low/Mod Income Housin
217	OPEB	262	CDC Neighbor Preservn Cap
218	PARS	263	CDC Neighbor Presrvn Debt
219	Sales Tax-Transit Fund A	264	CDC Nghbr Prsrvn Low/Mod
220	Sales Tax-Transit C	267	CDC Sta Fe Redev Project
221	State Gasoline Tax Fund	268	CDC Sta Fe Debt Service
222	Measure R	269	CDC Sta Fe Low/Mod Income
223	Local Origin Program Fund	270	Successor Agency Merge
224	Office of Traffic & Safety	271	Successor Agency Merg Prj
225	Cal Cops Fund	272	Successor Agency Low Mod
226	Air Quality Improv Trust	273	Successor Agency NHP

List of Funds - City of Huntington Park

Fund	Description
274	Successor Agency NHP Prj
275	Successor Agency
276	SUCCESSOR AGENCY-GF
283	Sewer Maintenance Fund
285	Solid Waste Mgmt Fund
286	Illegal Disposal Abatemnt
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

City of Huntignton Park

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
AAA ELECTRICAL SUPPLY INC	319256-00	111-8023-451-43-10	BREAKERS-SOCCER CIRCLE	\$	363.83
	319301-00	535-8016-431-61-45	PARTS FOR CITY ST. LIGHTS	\$	983.32
AAA ELECTRICAL SUPPLY INC Total				\$	1,347.15
ADAPT CONSULTING, INC.	23692B	287-8057-432-56-41	USED OIL KITS	\$	2,762.51
ADAPT CONSULTING, INC. Total				\$	2,762.51
ADVANCE AUTO PARTS PROFESSIONAL	8799417859607	111-7010-421-43-20	BATTERIES FOR VARIOUS PD UNITS	\$	379.32
	8799417867532	111-7010-421-43-20	BATTERY FOR VARIOUS PD UNITS	\$	500.26
	8799417867534	111-7010-421-43-20	SHUTTLE #002 REPAIR	\$	124.63
	8799417867545	111-7010-421-43-20	SHUTTLE #003 REPAIR	\$	357.15
	8799417967561	111-7010-421-43-20	SHUTTLE #002 REPAIR	\$	88.09
ADVANCE AUTO PARTS PROFESSIONAL Total				\$	1,449.45
AETNA	E0325008	111-0000-217-50-60	EMPLOYEE ASSISTANCE PROGRAM	\$	264.06
AETNA Total				\$	264.06
AIRESPRING INC.	187092943	787-8950-421-74-10	CLOUD INTERNET SVCS	\$	1,114.93
AIRESPRING INC. Total				\$	1,114.93
ALVAREZ-GLASMAN & COLVIN	2024-04-21130	111-0220-411-32-70	LEGAL SERVICES APR 24	\$	14,626.39
	2024-04-21131	111-0220-411-32-70	LEGAL SERVICES APR 24	\$	47.00
	2024-04-21132	111-0220-411-32-70	LEGAL SERVICES APR 24	\$	593.54
	2024-04-21133	111-0220-411-32-70	LEGAL SERVICES APR 24	\$	646.00
ALVAREZ-GLASMAN & COLVIN Total				\$	15,912.93
APPERSON, INC	INV121444	111-7010-421-61-20	HPPD NOTICE TO APPEAR	\$	3,388.22
APPERSON, INC Total				\$	3,388.22
AT&T MOBILITY	X07252024	111-9010-419-53-10	PD WIRELESS PHONES	\$	6,682.35
AT&T MOBILITY Total				\$	6,682.35
AUTO ZONE	4075056032	741-8060-431-43-20	PART FOR PD UNIT 988	\$	396.86
	4075056055	111-7010-421-43-20	PART FOR PD UNIT 903	\$	357.06
	4075058056	111-7010-421-43-20	PART FOR SHUTTLE #004	\$	194.02
	4075071044	111-8085-431-43-21	PART FOR PW UNIT 102	\$	25.66
	4075071872	111-7010-421-43-20	PART FOR PD UNIT 903	\$	70.27
	4075071883	111-7010-421-43-20	PART FOR PW FLEET #102	\$	72.74
	4075079785	111-8085-431-43-21	PART FOR SHUTTLE #004	\$	52.91
	4075080093	111-7010-421-43-20	CREDIT FOR PARTS UNIT 903	\$	(70.27)
	4075085842	741-8060-431-43-20	PART FOR PW FLEET #102	\$	79.37

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
AUTO ZONE Total				\$	1,178.62
AY NURSERY INC.	179971	535-8090-452-61-20	PURCHASED 4 TREES	\$	674.25
AY NURSERY INC. Total				\$	674.25
AZTECA SIGNS	7350	221-8012-429-61-20	DECAL STREET SIGNS	\$	43.80
AZTECA SIGNS Total				\$	43.80
BLACK AND WHITE EMERGENCY VEHICLES	5523	111-7010-421-73-11	EMERGENCY EQUIPMENT INSTALLATION	\$	19,074.88
BLACK AND WHITE EMERGENCY VEHICLES Total				\$	19,074.88
BNJ IRON WORKS INC.	368	111-7010-421-73-10	MATERIALS-PD CAR PORT	\$	1,102.50
BNJ IRON WORKS INC. Total				\$	1,102.50
BRABANT, ROBERT	1999	681-0000-228-70-00	WATER REFUND	\$	273.93
BRABANT, ROBERT Total				\$	273.93
BRINK'S INCORPORATED	6695913	111-9010-419-33-10	BANK TRANS. SERVICES	\$	331.76
	6770051	111-9010-419-33-10	BANK TRANS. SERVICES	\$	340.97
BRINK'S INCORPORATED Total				\$	672.73
BROWNELLS INC	2024411348154	111-7010-421-61-20	EXTRACTION SPRING ASSEMBLY	\$	11.87
BROWNELLS INC Total				\$	11.87
BUENA PARK HONDA	770919	741-8060-431-43-20	PW UNIT REPAIR	\$	199.88
BUENA PARK HONDA Total				\$	199.88
CACEO	200030269	111-5010-419-59-15	PROFESSIONAL TRAINING	\$	40.00
	200030274	111-5010-419-59-15	PROFESSIONAL TRAINING	\$	34.00
	200030544	111-5010-419-59-15	PROFESSIONAL TRAINING	\$	35.00
CACEO Total				\$	109.00
CALIFORNIA POLICE CHIEFS ASSN.	6209	111-7010-421-59-10	CPCA MEMBER DUES 24-25	\$	1,945.00
CALIFORNIA POLICE CHIEFS ASSN. Total				\$	1,945.00
CARPENTER ROTHANS & DUMONT LLP	46304	111-9030-413-32-70	CLAIM SETTLEMENT	\$	2,641.00
	46305	111-9030-413-32-70	CLAIM SETTLEMENT	\$	14,181.30
	46586	111-9030-413-32-70	CLAIM SETTLEMENT	\$	13,919.94
	46587	111-9030-413-32-70	CLAIM SETTLEMENT	\$	4,225.00
	46834	111-9030-413-32-70	CLAIM SETTLEMENT	\$	16,078.25
CARPENTER ROTHANS & DUMONT LLP Total				\$	51,045.49

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
CENTRAL FORD	46315	741-8060-431-43-20	PD UNIT #977 REPAIR	\$	140.81
	46337	111-7010-421-43-20	PW UNIT #353 REPAIR	\$	498.22
	46395	111-8085-431-43-21	PD UNIT # 986 REPAIR	\$	26.92
	46396	111-8085-431-43-21	PD UNIT # 961 REPAIR	\$	186.02
	46399	111-7010-421-43-20	PD UNIT #986 REPAIR	\$	274.22
	46517	111-7010-421-43-20	PART FOR SHUTTLE #002	\$	432.88
	46587	111-8085-431-43-21	PART FOR SHUTTLE #002	\$	138.37
	46588	111-8085-431-43-21	PART FOR SHUTTLE #003	\$	186.02
	46706	111-7010-421-43-20	PARTS FOR DUMP TRUCK	\$	434.41
	46732	111-7010-421-43-20	PD UNIT #977 REPAIR	\$	981.21
	46733	111-7010-421-43-20	PD UNIT #978 REPAIR	\$	73.45
	46826	111-8085-431-43-21	PART FOR SHUTTLE #004	\$	87.55
	46879	111-7010-421-43-20	POLICE UNIT 988 PATROL	\$	381.69
	46920	111-7010-421-43-20	POLICE UNIT 977 PATROL	\$	368.81
	46924	111-7010-421-43-20	POLICE UNIT 988 PATROL	\$	368.81
	46936	741-8060-431-43-20	PD UNIT #968 REPAIR	\$	172.95
	46956	111-7010-421-43-20	PD UNIT REPAIRS	\$	414.54
CENTRAL FORD Total				\$	5,166.88
CENTRAL SQUARE TECHNOLOGIES LLC	414731	111-9010-419-43-15	MAINTENANCE AGREEMENT	\$	14,885.82
CENTRAL SQUARE TECHNOLOGIES LLC Total				\$	14,885.82
CHAMPION CJD	706281	111-7010-421-43-20	PD UNIT 957 REPAIR	\$	1,142.24
	712322	111-7010-421-43-20	PD UNIT 957 REPAIR	\$	27.85
CHAMPION CJD Total				\$	1,170.09
CHARTER COMMUNICATIONS	135160073024	111-9010-419-53-10	PD ICLOUD BACKUP	\$	189.97
CHARTER COMMUNICATIONS Total				\$	189.97
CLINICAL LAB OF SAN BERNARDINO, INC	2401005	681-8030-461-56-41	WATER QUALITY TESTING	\$	1,594.50
CLINICAL LAB OF SAN BERNARDINO, INC Total				\$	1,594.50
COALITION FOR RESPONSIBLE COMMUNITY	FM1537	111-7024-421-56-41	JANITORIAL SERVICES JUN24	\$	6,149.86
		111-8020-431-56-41	JANITORIAL SERVICES JUN24	\$	10,147.02
		111-8022-419-56-41	JANITORIAL SERVICES JUN24	\$	8,698.12
		111-8023-451-56-41	JANITORIAL SERVICES JUN24	\$	0.05
COALITION FOR RESPONSIBLE COMMUNITY Total				\$	24,995.05
COLLINS+COLLINS, LLP	4374223	111-9031-413-32-70	PROFESSIONAL SERVICES JUN24	\$	1,231.20
	4374225	111-9031-413-32-70	PROFESSIONAL SERVICES JUN24	\$	1,642.50

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
COLLINS+COLLINS, LLP	4374227	111-9031-413-32-70	PROFESSIONAL SERVICES JUN24	\$	1,453.90
	50148305	111-9031-413-32-70	PROFESSIONAL SERVICES JUN24	\$	163.90
COLLINS+COLLINS, LLP Total				\$	4,491.50
COMMERCIAL TIRE COMPANY	1-183608	741-8060-431-43-20	PW UNIT#411 REPAIR	\$	520.00
COMMERCIAL TIRE COMPANY Total				\$	520.00
COMMLINE INC	0438209-IN	111-7010-421-73-10	UNITS #900 & #985 REPAIR	\$	500.00
	0449649-IN	111-7010-421-73-11	UNIT 1000 REPAIR	\$	14,270.44
COMMLINE INC Total				\$	14,770.44
CONCENTRA HEALTH SERVICES, INC.	17553621	111-2030-413-56-41	EMPLOYEE TESTING	\$	245.00
CONCENTRA HEALTH SERVICES, INC. Total				\$	245.00
CONCENTRA MEDICAL CENTERS	83557341	111-2030-413-56-41	PHYSICAL EXAMS	\$	136.00
	83630823	111-2030-413-56-41	PHYSICAL EXAMS	\$	647.00
	83691538	111-2030-413-56-41	PHYSICAL EXAMS	\$	647.00
	83917039	111-2030-413-56-41	PHYSICAL EXAMS	\$	551.00
CONCENTRA MEDICAL CENTERS Total				\$	1,981.00
CORPORATE WAREHOUSE SUPPLY	66782	111-9010-419-44-10	KONICA BIZHUB TONER	\$	1,679.60
CORPORATE WAREHOUSE SUPPLY Total				\$	1,679.60
CRAFTWATER ENGINEERING INC	22-058-5	787-8918-499-73-14	PREPARATION OF ENVIRONMENT DOCUM	\$	3,105.09
CRAFTWATER ENGINEERING INC Total				\$	3,105.09
CROWN CASTLE FIBER LLC	1623760	787-8915-499-56-41	DARK FIBER INTERNET	\$	16,200.00
CROWN CASTLE FIBER LLC Total				\$	16,200.00
DAILY JOURNAL CORPORATION	INV A38339210	111-1010-411-54-00	RFP AUG24	\$	75.60
	INV A3836662	111-1010-411-54-00	RFP JULY24	\$	6.28
	INV A3836897	111-1010-411-54-00	RFP JULY24	\$	21.60
	INV A3838608	111-1010-411-54-00	RFP JULY24	\$	28.80
DAILY JOURNAL CORPORATION Total				\$	132.28
DATA TICKET INC.	16711	111-7040-421-56-41	WEBSITE ONLINE ACCESS JUN24	\$	12.50
	167016	111-7040-421-56-41	CODE ENFORCEMENT PROCESSING JUN24	\$	31.50
DATA TICKET INC. Total				\$	44.00
DE LAGE LANDEN	587992597	111-9010-419-44-10	RENTAL LEASE	\$	104.61
	588074051	111-9010-419-44-10	RENTAL RELEASE LATE FEE	\$	2,092.07

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
DE LAGE LANDEN Total				\$	2,196.68
DELTA DENTAL	BE006173683	111-0000-217-50-20	DELTA CARE DPO AUG. 24	\$	7,100.70
DELTA DENTAL Total				\$	7,100.70
DELTA DENTAL INSURANCE COMPANY	BE006171393	111-0000-217-50-20	DELTA CARE PMI AUG. 24	\$	1,959.14
DELTA DENTAL INSURANCE COMPANY Total				\$	1,959.14
DF POLYGRAPH	2024/6	111-7010-421-56-41	POLYGRAPH EXAMINATION	\$	200.00
DF POLYGRAPH Total				\$	200.00
DUNN EDWARDS CORPORATION	2009A31989	111-8095-431-61-50	GRAFFITI REMOVAL PAINT	\$	811.29
DUNN EDWARDS CORPORATION Total				\$	811.29
EADIE AND PAYNE, LLP	145270	111-3010-415-32-40	FINANCIAL STAT AUDIT 2023	\$	59,160.00
EADIE AND PAYNE, LLP Total				\$	59,160.00
EWING IRRIGATION PRODUCTS, INC.	22866719	535-8090-452-61-20	IRRIGATION SUPPLIES-PARKS	\$	498.73
EWING IRRIGATION PRODUCTS, INC. Total				\$	498.73
FEDEX	8-577-79291	111-7010-421-59-10	FEDEX EXPRESS SERVICE	\$	8.97
FEDEX Total				\$	8.97
FERGUSON ENTERPRISES INC	4495782	111-8022-419-43-10	CITY HALL SUPPLIES	\$	36.79
	4505279	111-8024-421-43-10	TOOL SET-PD BUILDING	\$	112.17
FERGUSON ENTERPRISES INC Total				\$	148.96
FM THOMAS AIR CONDITIONING INC	46744	111-8022-419-43-10	CITY HALL AC REPAIR	\$	2,070.18
FM THOMAS AIR CONDITIONING INC Total				\$	2,070.18
GEORGE CHEVROLET	169837CVW	111-7010-421-43-20	PD UNIT 886 PART	\$	243.71
	171689CVW	741-8060-431-43-20	PD UNIT 195 PART	\$	34.58
	172004CVW	741-8060-431-43-20	PD UNIT 195 CREDIT MEMO	\$	(34.58)
	CM169837CVW	741-8060-431-43-20	PD UNIT 182 PART	\$	451.66
GEORGE CHEVROLET Total				\$	695.37
GOLD COAST K9	HPPD-20	111-7010-421-61-20	MAINTENANCE TRAINING JULY	\$	250.00
GOLD COAST K9 Total				\$	250.00
GRAINGER	9190442922	741-8060-431-43-20	CITY WIDE FLEET SUPPLIES	\$	204.27
	9191423921	741-8060-431-43-20	DRUM PUMP	\$	2,349.24

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
GRAINGER Total				\$	2,553.51
GUTIERREZ BACKGROUND INVESTIGATIONS	2024-09	111-7010-421-56-41	FULL BACKGROUND POL ACADEMY	\$	1,200.00
	2024-12	111-7010-421-59-10	PD BACKGROUND CHECK	\$	500.00
GUTIERREZ BACKGROUND INVESTIGATIONS Total				\$	1,700.00
HAJOCA CORPORATION	S171894559.001	111-8024-421-43-10	PD PLUMBING REPAIRS	\$	555.35
	S172225168.001	111-8022-419-43-10	CITY HALL PLUMBING REPAIR	\$	418.35
HAJOCA CORPORATION Total				\$	973.70
HASA, INC.	975410	681-8030-461-41-00	SODIUM HYPOCHLORITE-15	\$	339.00
	975411	681-8030-461-41-00	SODIUM HYPOCHLORITE-12	\$	381.73
	975412	681-8030-461-41-00	SODIUM HYPOCHLORITE-18	\$	470.27
	977485	681-8030-461-41-00	SODIUM HYPOCHLORITE-15	\$	484.29
	977491	681-8030-461-41-00	SODIUM HYPOCHLORITE-18	\$	573.50
	977546	681-8030-461-41-00	SODIUM HYPOCHLORITE-12	\$	455.80
	979653	681-8030-461-41-00	SODIUM HYPOCHLORITE-12	\$	398.83
	979654	681-8030-461-41-00	SODIUM HYPOCHLORITE-18	\$	564.90
	979655	681-8030-461-41-00	SODIUM HYPOCHLORITE-15	\$	555.51
HASA, INC. Total				\$	4,223.83
HERNANDEZ SIGNS, INC.	5976	111-8020-431-43-10	FLAGS W/CITY SEAL	\$	716.62
	5977	111-0110-411-66-05	COUNCIL MEETING SUPPLIES	\$	165.37
HERNANDEZ SIGNS, INC. Total				\$	881.99
HINDERLITER DE LLAMAS & ASSOCIATES	SIN041038	111-9010-419-56-41	CONTRACT SERV SALES TAX	\$	11,469.30
HINDERLITER DE LLAMAS & ASSOCIATES Total				\$	11,469.30
IBE DIGITAL	469403	111-9010-419-44-10	KONICA BLACK TONER	\$	18.07
	469425	111-9010-419-44-10	KONICA BLACK TONER	\$	2,735.42
IBE DIGITAL Total				\$	2,753.49
IMPACT TIRE SERVICE	8917	111-7010-421-43-20	PD VARIOUS UNIT MAINTENANCE	\$	1,800.00
IMPACT TIRE SERVICE Total				\$	1,800.00
INDEPENDENT CITIES ASSOCIATION	1361	111-0210-413-64-00	MEMBERSHIP DUES FY24/25	\$	2,744.15
INDEPENDENT CITIES ASSOCIATION Total				\$	2,744.15
INFRAMARK LLC	124159	283-8040-432-56-41	PORTABLE WATER MAINTENANCE	\$	14,725.95
		681-8030-461-56-41	PORTABLE WATER MAINTENANCE	\$	113,518.10
	125074	681-8030-461-43-30	BILLABLE PROJECT #24-01	\$	43,201.19

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
INFRAMARK LLC	125076	681-8030-461-43-30	BILLABLE PROJECT #23-02	\$	95,652.00
	125077	681-8030-461-43-30	BILLABLE PROJECT #23-03	\$	14,976.28
INFRAMARK LLC Total				\$	282,073.52
INFRASTRUCTURE ARCHITECTS INC	499	787-8927-499-73-10	KELLER PARK IMPROVEMENT	\$	14,137.75
INFRASTRUCTURE ARCHITECTS INC Total				\$	14,137.75
INFRASTRUCTURE ENGINEERS	437824	111-8080-431-56-62	CITY ENGINEERING SERVICES	\$	14,281.00
		221-8010-431-56-41	CITY ENGINEERING SERVICES	\$	5,733.00
		681-8030-461-56-41	CITY ENGINEERING SERVICES	\$	14,500.00
	441001	202-8080-431-76-23	ATP CYCLE V PREPARATION	\$	4,208.75
	441037	111-8031-433-76-17	WATER QUALITY GREEN ST.	\$	230.04
	441059	210-8080-434-56-41	HP LITTER ABATEMENT	\$	23,083.76
INFRASTRUCTURE ENGINEERS Total				\$	62,036.55
JERRY'S AUTO BODY, INC.	33143	111-7010-421-43-20	PD UN#900 REPAIR	\$	1,855.40
	33188	111-7010-421-43-20	UNIT#972 REPAIR	\$	3,669.24
	33199	111-7010-421-43-20	PD UNIT#913 REPAIR	\$	2,274.91
	33200	111-7010-421-43-20	PD UNIT#913 REPAIR	\$	2,176.61
JERRY'S AUTO BODY, INC. Total				\$	9,976.16
KIMBERLY OCHOA	17/11/24	111-9018-413-35-10	TUITION REIMBURSEMENT	\$	937.18
KIMBERLY OCHOA Total				\$	937.18
LAN WAN ENTERPRISE, INC	75361	742-7010-421-74-09	ANNUAL SSL CERTIFICATION	\$	89.99
LAN WAN ENTERPRISE, INC Total				\$	89.99
LB JOHNSON HARDWARE CO.	133051	111-8023-451-43-10	CREDIT MEMO- INV #133048	\$	(8.95)
	133145	535-8016-431-61-45	STREET LIGHT SUPPLIES	\$	65.67
LB JOHNSON HARDWARE CO. Total				\$	56.72
LEFTA SYSTEMS	INV-002946	111-7010-421-56-41	LEFTA FTO SOFTWARE	\$	106.61
LEFTA SYSTEMS Total				\$	106.61
LIEBERT CASSIDY WHITMORE	270945	111-0220-411-32-70	LEGAL SERVICES JUN24	\$	2,986.50
	270946	111-0220-411-32-70	LEGAL SERVICES JUN24	\$	4,309.50
	270956	111-0220-411-32-70	LEGAL SERVICES JUN24	\$	6,015.00
	270966	111-0220-411-32-70	LEGAL SERVICES JUN24	\$	7,673.50
LIEBERT CASSIDY WHITMORE Total				\$	20,984.50
LOS ANGELES COUNTY CLERK'S OFFICE	24-2024	111-1010-411-31-10	PRESIDENTIAL PRE ELECTION	\$	123,806.73

City of Huntington Park
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August 20, 2024

PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
LOS ANGELES COUNTY CLERK'S OFFICE Total				\$	123,806.73
LOS ANGELES COUNTY POLICE CHIEF ASN	45511	111-7010-421-59-10	LACPCA OCT 24	\$	300.00
LOS ANGELES COUNTY POLICE CHIEF ASN Total				\$	300.00
MG GRAPHICS	12796	111-9010-419-56-41	EMPLOYEE PARKING HANGERS	\$	1,378.13
MG GRAPHICS Total				\$	1,378.13
MODEL 1 COMMERCIAL VEHICLES	RA101011575:01	111-8085-431-43-21	SHUTTLE #002 MAINTENANCE	\$	9,325.01
MODEL 1 COMMERCIAL VEHICLES Total				\$	9,325.01
MR. HOSE INC.	243050	741-8060-431-43-20	PW UNIT 351 PARTS	\$	111.63
MR. HOSE INC. Total				\$	111.63
NATIONWIDE ENVIRONMENTAL SERVICES	34049	221-8010-431-56-41	ST SWEEPING SERVICES	\$	62,447.70
	34050	111-8070-431-56-41	BUS STOP SHELTER CLEANING	\$	21,228.39
	34086	111-8030-461-56-42	CATCH BASIN CLEANING SERV	\$	5,480.49
		111-8031-433-56-41	BUS STOP SHELTER CLEANING	\$	14,517.33
NATIONWIDE ENVIRONMENTAL SERVICES Total				\$	103,673.91
NEW CHEF FASHION INC.	1080536	111-7010-421-61-20	PD EMPLOYEE UNIFORM	\$	99.20
NEW CHEF FASHION INC. Total				\$	99.20
NICHOLS CONSULTING ENGINEERS, CHTD	966053007	787-8916-499-76-12	STREET ENHANCEMENT PROJ.	\$	12,342.50
NICHOLS CONSULTING ENGINEERS, CHTD Total				\$	12,342.50
NICK ALEXANDER RESTORATION	121	741-8060-431-43-20	PW UNIT 182 REPAIR	\$	230.00
NICK ALEXANDER RESTORATION Total				\$	230.00
NORM REEVES FORD SUPERSTORE	119750	111-7010-421-43-20	PD UNIT#986 REPAIR	\$	185.00
	122683	111-7010-421-43-20	PD UNIT 954 MAINTENANCE	\$	450.42
	322323	111-7010-421-43-20	PD UNIT 978 MAINTENANCE	\$	7,610.24
NORM REEVES FORD SUPERSTORE Total				\$	8,245.66
OEM AUTO PAINT SUPPLIES	160413	111-8095-431-61-50	PAINT FOR GRAFFITI ABATEMENT	\$	1,031.15
	160932	221-8012-429-61-20	PW PAINT SUPPLIES	\$	394.20
OEM AUTO PAINT SUPPLIES Total				\$	1,425.35
O'REILLY AUTO PARTS	2959-107041	741-8060-431-43-20	CRACK & FRACTURE DETECTOR	\$	106.62
	2959-107522	111-7010-421-43-20	PW UNIT 988 MAINTENANCE	\$	408.50
	2959-107663	111-7010-421-43-20	PW UNIT 977 MAINTENANCE	\$	316.42

City of Huntignton Park

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTS	
O'REILLY AUTO PARTS	2959-107704	111-7010-421-43-20	PW UNIT 914 MAINTENANCE	\$	70.73
	2959-110292	111-7010-421-43-20	PW UNIT 959 MAINTENANCE	\$	165.38
	2959-111202	741-8060-431-43-20	PD UNIT 957 REPAIR	\$	173.42
	2959-111671	111-7010-421-43-20	PD UNIT 977 REPAIR	\$	67.91
	2959-111695	741-8060-431-43-20	PD UNIT 102 PART	\$	31.50
	2959-113820	741-8060-431-43-20	PW UNIT 102 PART	\$	22.95
	2959-113822	741-8060-431-43-20	GREASE GUN ADAPTER KIT	\$	180.80
	2959-113969	741-8060-431-43-20	PD UNIT 918 REPAIR	\$	37.46
	2959-113985	111-7010-421-43-20	PD UNIT 956 REPAIR	\$	73.74
	2959-113990	111-7010-421-43-20	PD UNIT 977 REPAIR	\$	67.93
	2959-114235	741-8060-431-43-20	PD UNIT 914 REPAIR	\$	13.77
	2959-114914	741-8060-431-43-20	PD UNIT 959 REPAIR	\$	56.19
	2959-115394	741-8060-431-43-20	PD UNIT 977 REPAIR	\$	456.40
	2959-117196	741-8060-431-43-20	ANTIFREEZE COOLANT,OILL FILTER	\$	366.11
	2959-117199	741-8060-431-43-20	CREDIT WARRANTY/ RETURN UNIT 102	\$	(22.95)
	2959-117199	741-8060-431-43-20	PD UNIT 182 REPAIR	\$	88.02
	2959-117414	741-8060-431-43-20	PD UNIT 102 REPAIR	\$	21.73
	2959-118235	741-8060-431-43-20	30 YD TAPE	\$	46.27
	2959-118247	111-7010-421-43-20	PD UNIT 957PART	\$	173.14
	2959-118288	111-7010-421-43-20	PD UNIT 918 PART	\$	408.50
	2959-118396	111-7010-421-43-20	PW UNIT 370 PARTS	\$	87.63
	2959-118546	741-8060-431-43-20	WEATHERSTRIP ADHESIVE	\$	22.31
O'REILLY AUTO PARTS Total				\$	3,440.48
PRO FORCE LAW ENFORCEMENT	553350	111-7010-421-61-20	GUNS PURCHASE	\$	4,772.72
PRO FORCE LAW ENFORCEMENT Total				\$	4,772.72
QDOXS	IN61036	111-9010-419-44-10	XEROX LEASE PAYMENT	\$	103.81
QDOXS Total				\$	103.81
R & A TANK TECHNOLOGIES LLC	2024-0713	741-8060-431-43-20	FUEL TANK MAINTENANCE	\$	175.00
R & A TANK TECHNOLOGIES LLC Total				\$	175.00
REFRIGERATION SUPPLIES DISTRIBUTOR	1649140-00	111-8023-451-43-10	A/C REPAIRS AT PARKS	\$	610.95
REFRIGERATION SUPPLIES DISTRIBUTOR Total				\$	610.95
RESOURCE BUILDING MATERIALS	3844148	535-8090-452-43-20	LANDSCAPING SUPPLIES-PARK	\$	1,206.15
RESOURCE BUILDING MATERIALS Total				\$	1,206.15
RIO HONDO COLLEGE	2324-RG-HUNTING	111-7010-421-59-10	4TH QUARTER RANGE FEES	\$	178.00
	X24-58-ZHPK	111-7010-421-56-41	PD EMPLOYEE FTO COURSE	\$	1,200.00

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
RIO HONDO COLLEGE Total				\$	1,378.00
ROBERT HALF INC	63649109	111-3010-415-56-41	LABOR INVOICE-WE 5/24/24	\$	4,620.00
	63726882	111-3010-415-56-41	LABOR INVOICE-WE 6/14/24	\$	3,600.00
	63730922	111-3010-415-56-41	LABOR INVOICE-WE 6/14/24	\$	4,882.80
	63827658	111-3010-415-56-41	LABOR INVOICE-WE 7/12/24	\$	1,760.00
	63847222	111-3010-415-56-41	LABOR INVOICE-WE 7/12/24	\$	4,800.00
	63853901	111-3010-415-56-41	LABOR INVOICE	\$	1,760.00
	63855210	111-3010-415-56-41	LABOR INVOICE	\$	4,800.00
	63893209	111-3010-415-56-41	LABOR INVOICE-WE 7/26/24	\$	4,800.00
	63921541	111-3010-415-56-41	LABOR INVOICE-WE 8/2/24	\$	1,875.50
	63930166	111-3010-415-56-41	HR CONSULTANT WE:8/2/24	\$	4,568.40
	63937185	111-3010-415-56-41	LABOR INVOICE-WE 8/9/24	\$	1,760.00
	63938073	111-2030-413-11-00	LABOR INVOICE-WE 8/9/24	\$	5,385.60
	REB63560376	111-3010-415-56-41	LABOR INVOICE WE:5/3/24	\$	4,800.00
ROBERT HALF INC Total				\$	49,412.30
SCHAEFFER MANUFACTURING COMPANY	LP2074-INV1	741-8060-431-43-20	VEHICLE GEAR LUBRICANT	\$	1,640.02
	LP2074-INV2	741-8060-431-43-20	VEHICLE GEAR LUBRICANT	\$	1,150.21
SCHAEFFER MANUFACTURING COMPANY Total				\$	2,790.23
SHIPJOY	24927	681-0000-228-70-00	WATER REFUND	\$	774.94
SHIPJOY Total				\$	774.94
SINATRA UNIFORM, INC	SU12474	111-7010-421-61-20	POLICE ACADEMY UNIFORM	\$	574.79
	SU12534	111-7010-421-61-20	PD EMPLOYEE UNIFORM	\$	1,530.57
	SU12535	111-7010-421-61-20	PD EMPLOYEE UNIFORM	\$	450.00
	SU12539	111-7010-421-61-20	PD EMPLOYEE UNIFORM	\$	1,116.16
SINATRA UNIFORM, INC Total				\$	3,671.52
SOUTH COAST AIR QUALITY MGMT DISTR.	4352051	741-8060-431-42-05	AQMD ANNUAL PERMIT FEE	\$	161.81
	4352218	741-8060-431-42-05	AQMD ANNUAL PERMIT FEE	\$	161.81
	4384191	741-8060-431-42-05	AQMD ANNUAL RENEWAL FEE	\$	860.88
	4385544	741-8060-431-42-05	AQMD ANNUAL PERMIT FEE	\$	165.96
SOUTH COAST AIR QUALITY MGMT DISTR. Total				\$	1,350.46
SPARKLETTS	15142085 080824	111-9010-419-61-20	DRINKING WATER	\$	1,256.29
SPARKLETTS Total				\$	1,256.29
STACY MEDICAL CENTER	3160-54536	111-7010-421-56-41	PRE-BOOKING EXAM & BLOOD TEST	\$	862.50
STACY MEDICAL CENTER Total				\$	862.50

City of Huntington Park
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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
STANDARD INSURANCE COMPANY	00 378917 0002	111-0000-217-50-70	MONTHLY FEES AUG. 24	\$	2,576.36
	378917-0001	111-0000-217-50-70	MONTHLY FEES AUG. 24	\$	7,806.22
STANDARD INSURANCE COMPANY Total				\$	10,382.58
STAR2STAR COMMUNICATIONS LLC	SUBC00013549	111-9010-419-53-10	MONTHLY FEE AUG24	\$	10,782.53
STAR2STAR COMMUNICATIONS LLC Total				\$	10,782.53
SUPERIOR COURT OF CALIFORNIA	45444	111-7010-415-56-10	PARKING CITATION SURCHARGE	\$	25,618.50
SUPERIOR COURT OF CALIFORNIA Total				\$	25,618.50
T2 SYSTEMS CANADA INC.	IRIS0000138008	111-5055-419-56-41	T2 STATEMENT AUG. 24	\$	2,370.00
T2 SYSTEMS CANADA INC. Total				\$	2,370.00
THE GAS COMPANY	16050048418 JUL	111-9010-419-62-10	16050048418 7/3 -8/2/24	\$	203.84
THE GAS COMPANY Total				\$	203.84
TIREHUB, LLC	43236032	111-7010-421-43-20	PD UNIT 370 PARTS	\$	497.56
	43321026	111-7010-421-43-20	SPARE TIRES FOR MULTIPLE PD CARS	\$	541.28
TIREHUB, LLC Total				\$	1,038.84
T-MOBILE USA	975955170 JUN24	111-9010-419-53-10	CD WIRELESS PHONES	\$	3,587.85
	975956264JUN24	111-9010-419-53-10	PW WIRELESS PHONES	\$	438.25
T-MOBILE USA Total				\$	4,026.10
TYLER TECHNOLOGIES, INC.	045-478804	787-8951-419-43-15	FINANCIAL SYSTEM	\$	1,480.00
TYLER TECHNOLOGIES, INC. Total				\$	1,480.00
U.S. ARMOR CORPORATION	46178	111-7010-421-73-10	PD EMPLOYEE UNIFORM	\$	388.41
		111-7030-421-56-41	PD EMPLOYEE UNIFORM	\$	388.41
	46189	111-7010-421-74-10	PD EMPLOYEE UNIFORM	\$	388.41
		233-7010-421-74-10	PD EMPLOYEE UNIFORM	\$	388.41
	46516	111-7010-421-73-10	BALLISTIC VEST-PD EMPLOYEE	\$	388.41
		111-7010-421-74-10	BALLISTIC VEST-PD EMPLOYEE	\$	394.49
	46671	111-7030-421-56-41	PD EMPLOYEE UNIFORM	\$	388.41
	46712	111-7010-421-74-10	PD EMPLOYEE UNIFORM	\$	821.74
	46727	233-7010-421-74-10	PD EMPLOYEE UNIFORM	\$	427.25
	46728	111-7010-421-74-10	PD EMPLOYEE UNIFORM	\$	776.82
U.S. ARMOR CORPORATION Total				\$	4,750.76
UNDERGROUND SERVICE ALERT OF SO CAL	620240141	221-8014-429-56-41	MONTHLY FEES JUN24	\$	239.25

City of Huntington Park

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PAYEE	INVOICE NUMBER	ACCOUNT NUMBER	DESCRIPTION	TRANSACTIONS AMOUNTs	
UNDERGROUND SERVICE ALERT OF SO CAL	23-2426101	221-8014-429-56-41	MONTHLY FEES JUNE 2024	\$	111.04
UNDERGROUND SERVICE ALERT OF SO CAL Total				\$	350.29
UPWARD SOLUTIONS	24-0708	111-5010-419-56-41	PROJECT ADVOC & LABOR RELATIONS	\$	5,000.00
UPWARD SOLUTIONS Total				\$	5,000.00
VALLEY ALARM	1178051	111-8020-431-56-41	MONTHLY ALARM SERVICES	\$	665.34
		111-8022-419-56-41	MONTHLY ALARM SERVICES	\$	665.33
		111-8023-451-56-41	MONTHLY ALARM SERVICES	\$	715.28
VALLEY ALARM Total				\$	2,045.95
VISION SERVICE PLAN-CA	820910587	111-0000-217-50-30	MONTHLY VISION PLAN	\$	3,570.36
VISION SERVICE PLAN-CA Total				\$	3,570.36
VORTEX USA INC	59595	111-8023-451-61-20	PARTS-SPLASHPAD	\$	1,455.73
VORTEX USA INC Total				\$	1,455.73
VULCAN MATERIALS COMPANY	74059296	111-8010-431-61-20	SUPPLIES FOR CITY STREETS	\$	307.78
	74059297	111-8010-431-61-20	SUPPLIES FOR CITY STREETS	\$	308.97
	74062008	111-8010-431-61-20	SUPPLIES FOR CITY STREETS	\$	248.65
	74066704	111-8010-431-61-20	SUPPLIES FOR CITY STREETS	\$	310.15
	74066705	111-8010-431-61-20	SUPPLIES FOR CITY STREETS	\$	305.42
	74069470	111-8010-431-61-20	SUPPLIES FOR CITY STREETS	\$	307.78
VULCAN MATERIALS COMPANY Total				\$	1,788.75
WALTERS WHOLESALE ELECTRIC COMPANY	S125970840.001	221-8014-429-74-10	AQMD ANNUAL RENEWAL FEE	\$	35.62
	S125973026.001	111-8024-421-43-10	PW SUPPLIES	\$	940.90
WALTERS WHOLESALE ELECTRIC COMPANY Total				\$	976.52
WEST & ASSOCIATES ENGINEERING, INC	1024.07.01	111-8031-433-76-17	NPDES SYST MANAGEMENT	\$	16,100.00
WEST & ASSOCIATES ENGINEERING, INC Total				\$	16,100.00
WEST GOVERNMENT SERVICES	850590660	742-7010-421-74-09	SOFTWARE SUBSCRIPTION	\$	1,802.64
WEST GOVERNMENT SERVICES Total				\$	1,802.64
Grand Total				\$	1,121,510.60

REGULAR AGENDA

ITEM 1

AGENDA ITEM #1

1. CONSIDERATION AND APPROVAL OF AN APPROPRIATION FROM THE GENERAL FUND IN FISCAL YEAR 2024-25 FOR A BASEBALL CLINIC IN THE CITY OF HUNTINGTON PARK IN PARTNERSHIP WITH PANTONE 294

RECOMMENDED THAT CITY COUNCIL:

1. Approve an appropriation from the General Fund in the amount of \$6,500 to Public Events account number 111-0240-466-55-42 in Fiscal Year 2024-25 for the planning and development of a baseball clinic in partnership with Pantone 294; and
2. Authorize the City Manager to effectuate the City Council's direction.

COMPLETE STAFF REPORT AND SUPPORTING DOCUMENTS TO BE PROVIDED 24HRS PRIOR TO CITY COUNCIL MEETING

ITEM 2

AGENDA ITEM #2

2. DISCUSSION ON RENT STABILIZATION IN THE CITY OF HUNTINGTON PARK

RECOMMENDED THAT CITY COUNCIL:

1. Discuss Rent Stabilization in the City of Huntington Park; and
2. Authorize the City Manager to effectuate the City Council's direction.

COMPLETE STAFF REPORT AND SUPPORTING DOCUMENTS TO BE
PROVIDED 24HRS PRIOR TO CITY COUNCIL MEETING

ITEM 3

AGENDA ITEM #3

3. ADOPTION OF A RESOLUTION AGAINST DIGITAL DISCRIMINATION

RECOMMENDED THAT CITY COUNCIL:

1. Discuss Rent Stabilization in the City of Huntington Park; and
2. Authorize Mayor to execute the resolution.

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SECTION 6. The City of Huntington Park will partner with local community-based organizations in their efforts to research and analyze issues of digital discrimination in Huntington Park as those opportunities arise.

SECTION 7. The City of Huntington Park will partner with local community-based organizations and neighboring Southeast Los Angeles Cities to host a community broadband event gathering residents, community leaders, municipalities, and other relevant agencies to surface and amplify opportunities for collaborative regional solutions to the digital divide.

PASSED, APPROVED AND ADOPTED this 20th day of August 2024.

Karina Macias,
Mayor

ATTEST:

Eduardo Sarmiento,
City Clerk

ITEM 4



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

August 20, 2024

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 TO PURCHASE OF AN INTEGRATED MOTOROLA COMPUTER-AIDED DISPATCH AND RECORD MANAGEMENT SYSTEM WITH A MOTOROLA SECURITY CAMERA SYSTEM AND ENTRANCE MANAGEMENT CONTROL SYSTEM

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Authorize an expenditure of \$3,129,008.35 plus applicable taxes to purchase and install of hardware and software from Motorola Solutions, Inc.; or
2. Authorize an expenditure of \$1,265,636.00 plus applicable taxes to purchase and install of hardware and software from Motorola Solutions, Inc., and \$1,896,447.20 plus applicable taxes to purchase and install of hardware and software from LANWAN Enterprise, Inc., for a total expenditure of \$3,162,083.20 plus applicable taxes; or
3. Authorize an expenditure of \$1,265,636.00 plus applicable taxes to purchase and install of hardware and software from Motorola Solutions, Inc., and direct the City Manager to perform a Sealed Bid Process for the procurement based on certain specifications and performance metrics of an Avigilon Security Video Management and Access Control Solutions; and
4. Authorize the City Manager to negotiate and execute the agreement(s).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

CONSIDERATION AND APPROVAL TO PURCHASE OF AN INTEGRATED MOTOROLA COMPUTER-AIDED DISPATCH AND RECORD MANAGEMENT SYSTEM WITH A MOTOROLA SECURITY CAMERA SYSTEM AND ENTRANCE MANAGEMENT CONTROL SYSTEM

August 20, 2024

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The current computer-aided dispatch and record management system, security camera and door entrance management system are in need of replacement due to the age of the equipment or is no longer able to efficiently support the operation of the City.

Motorola presents a unique product that would allow the City to integrate the three systems, ultimately allowing City employees to spend less time on report writing due to the integration, i.e. type information once among department divisions and seamlessly pull still images or video into reports from the various camera systems, including the License Plate Readers and Automatic License Plate Readers. The system also provides an opportunity to integrate video from the business community to allow emergency personnel the ability to have a visual awareness of the emergency call prior to arrival. The purchase of the complete system will add to the overall safety of the community, City staff and City resources.

Both proposals for consideration will integrate with our existing resources and will scale based on the City's future needs. The CAD system includes a GIS server, which can be leveraged to fulfill requirements by State and Federal agencies that relate to Water and Sewer Systems and Community Development reporting requirements.

City staff has spent the last year researching different solutions for each aspect of the current proposals.

Computer-Aided Dispatch (CAD) and Record Management

The City has been using the current system, Tri-Tech, for 20 years and it is no longer able to integrate new technology and requires staff to re-type data into different reports. The Police department had initially committed to a new Central Square solution but became aware of reporting issues that had become problematic for other agencies. The City was able to cancel the transition which allowed to initiate a new search for a CAD and Record Management system to begin.

The Motorola solution provides the ability of interagency information sharing in real-time, which would allow the City of Huntington Park to not only share information with surrounding agency's using the Motorola system but also allow the City to receive information from the same agencies. The inter-agency functionality will enhance the safety of the residents.

Currently in the Area E the Cities of Bell Gardens, Downey, South Gate, and within Los Angeles County areas the El Monte and Torrance are few agencies using the Motorola CAD and record management system. Overall, within California there are 200+ agencies using the Motorola CAD and Record Management system and two of our neighboring

CONSIDERATION AND APPROVAL TO PURCHASE OF AN INTEGRATED MOTOROLA COMPUTER-AIDED DISPATCH AND RECORD MANAGEMENT SYSTEM WITH A MOTOROLA SECURITY CAMERA SYSTEM AND ENTRANCE MANAGEMENT CONTROL SYSTEM

August 20, 2024

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agencies are considering the same Motorola system; nationwide over 1,800 police and sheriff's departments are using the Motorola system.

Security Camera and Entrance Management Control System

The City's security camera and entrance management control systems need upgrades. The current camera system has attempted to combine multiple brands across the Parks, Public Works, City Hall and Police buildings. Veteran's Park and Water Well sites do not currently have the same level of security as the other locations. The entrance management control system is different between city locations, causing employees to have multiple key cards to enter different buildings.

The current camera systems have maxed their capacity of adding additional camera's to be added and the systems are not upgradable or further scalable. The City is experiencing failures of the cameras, the recording devices and entrance management systems that puts the City at risk of loss of equipment, safety concerns for employees and increases the potential for lawsuits.

Both the security camera and entrance management control system are independent of each other; however, the systems are designed to work together seamlessly with the CAD system. Additionally, both are infinitely scalable. The security camera package comes with the option of allowing the business community to share their video feeds with the Police Department to provide greater visibility to emergency calls thereby increasing the safety of the community and City employees.

Motorola Solutions, Inc.

The City currently maintains contracts with Motorola Solutions, Inc. for essential communication tools, including ICI, handheld, mobile, and vehicle radios, push-to-talk capabilities on cell phones, and License Plate Reader (LPR) systems and cameras that will integrate with our CAD system. The solution under consideration from Motorola Solutions, Inc. was procured through Sourcewell, a Minnesota public agency that specializes in competitively bidding on a wide range of goods and services for its member agencies.

The relevant Sourcewell contracts—042021-MOT and 051321-MOT—have been competitively bid, allowing the City to purchase hardware, software, and services directly from Motorola Solutions, Inc. Under Government Code Section 6502, public agencies like the City of Huntington Park can enter into cooperative purchasing agreements with other public agencies, including out-of-state entities like Sourcewell. This arrangement allows the City to purchase hardware, software, and services directly from Motorola Solutions,

CONSIDERATION AND APPROVAL TO PURCHASE OF AN INTEGRATED MOTOROLA COMPUTER-AIDED DISPATCH AND RECORD MANAGEMENT SYSTEM WITH A MOTOROLA SECURITY CAMERA SYSTEM AND ENTRANCE MANAGEMENT CONTROL SYSTEM

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Inc. without conducting a separate competitive bid process, as this has already been done by Sourcewell.

The City is leveraging the legally recognized cooperative purchasing agreements with Sourcewell. This ensures that we benefit from the competitive pricing structure negotiated by Sourcewell, thereby saving time and resources while adhering to legal procurement standards.

LANWAN Enterprise, Inc.

Similarly, the City currently has professional services agreements in place with LANWAN Enterprise, Inc. for Information Technology support and services since 2016. Additionally, LANWAN is recognized as a certified CMAS contractor by the California Department of General Services ("DGS"). Included in LANWAN's proposal is the desired equipment, the corresponding CMAS numbers, the number of units and the unit price. Also included are copies of the relevant DGS Multiple Award Schedules and the corresponding CMAS numbers.

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.

The City Council may consider the CMAS authorization for the utilization of Information Technology Goods and Services for CMAS contract to LANWAN Enterprise, Inc. for the procurement and Installation of the Avigilon Security Video Management and Access Control Solutions.

FISCAL IMPACT/FINANCING

The combined purchase price is for a not to exceed \$3,129,008.35 plus taxes. The funds will come from five sources; ARPA, Asset Forfeiture, CalCops Grant, JAG2020 Grant & SHSGP Grant funds. The Council previously set aside \$2,000,000 in ARPA funds, there is \$28,308 from the JAG2020 Grant, \$42,000 from SHSGP with the remaining balance plus taxes to be divided between the Asset Forfeiture and Cal Cops Funds. The remaining split amount will depend on the direction provided by Council.

There will be additional and ongoing costs not included in the options presented as follows::

CONSIDERATION AND APPROVAL TO PURCHASE OF AN INTEGRATED MOTOROLA COMPUTER-AIDED DISPATCH AND RECORD MANAGEMENT SYSTEM WITH A MOTOROLA SECURITY CAMERA SYSTEM AND ENTRANCE MANAGEMENT CONTROL SYSTEM

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1. Adding power to camera locations at the water well sites – cost still to be determined
2. GIS Technician – needed for the GIS server to be used by both Tyler Munis and CAD system – present day cost is \$115/hr
3. Cellular service for cameras at Veterans Parks and Water Wells, current estimates is \$40/month per device
4. On-going maintenance for the systems – costs still to be determined

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



JEFF JONES
Director of Finance

ATTACHMENT(S)

1. Motorola Solutions, Inc. Proposal
2. LANWAN Enterprise IT Solutions Proposal



Proposal

City of Huntington Park, CA

Integrated Flex Suite, CommandCentral Aware, and Video Security Solution

June 28, 2024

The design, technical, and price information furnished with this proposal is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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Motorola Solutions, Inc.
500 W. Monroe Street, Suite 4400
Chicago, IL 60661

June 28, 2024

Jeff Jones
Director of Finance
City of Huntington Park
6542 Miles Avenue
Huntington Park, CA 90255

RE: Integrated Flex Suite, CommandCentral Aware, and Video Security Solution

Dear Mr. Jones:

Motorola Solutions, Inc. ("Motorola") appreciates the opportunity to provide the City of Huntington Park ("City") with this quote for quality communications equipment and services. Motorola's team has taken great care to propose a solution to address your needs and provide exceptional value.

The proposed integrated solution for the City includes the following elements:

- Flex Suite, consisting of Computer-Aided Dispatch (CAD), Records Management System (RMS), Mobile, and Non-Custodial Software.
- CommandCentral Aware – Situational Awareness Software.
- Avigilon Video Security and Analytics Solution.
- Access Control Solution.
- Rave Mobile Reach.
- Cybersecurity Solution (Optional).

Motorola's proposal is subject to the Sourcwell Cooperative Purchasing Contracts entered into between Motorola Solutions and Sourcwell, 042021-MOT and 051321-MOT, the terms and conditions of the enclosed Sourcwell Motorola Solutions Customer Agreement (Sourcwell MCA), together with the accompanying Addenda. The City may accept the proposal by delivering the Sourcwell MCA signed by an authorized representative of the City of Huntington Park. Pricing will remain valid for 60 days from the date of this proposal.

Any questions the City has regarding this proposal can be directed to your Motorola Account Executive, Denis Redzepagic at 619-577-3619 or denis.redzepagic@motorolasolutions.com.

Our goal is to provide the City of Huntington Park with the best products and services available in the public safety industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,



Jerry Burch
Territory Vice President
Motorola Solutions, Inc.

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Section 1

Executive Summary

Attached is an Executive Summary of our proposed solution.



Huntington Park, CA

Integrated Flex Suite, CommandCentral Aware
and Video Security Solution



Thank you for considering Motorola Solutions as your trusted partner to meet your public safety needs. We are eager to expand on our partnership and provide you with the best products and services available in the industry. With our expertise and commitment to excellence, we are confident in our ability to meet your requirements and support your goals.

Motorola's Commitment to Public Safety

Motorola Solutions has a long history of serving the public safety sector. As a leader in the industry, we have developed innovative solutions that have been trusted by thousands of agencies across the country. Our advanced technology, including real time crime center, high-resolution cameras, AI-powered video analytics, and improved communications systems, has helped to enhance facility safety, streamline operations, and improve incident detection. With our extensive investment in research and development, we are continuously improving to meet the evolving needs of our customers.

Solving for safer

At Motorola Solutions, our commitment to "*solving for safer*" is at the core of everything we do. We understand the challenges faced by public safety agencies and are committed to providing them with the tools and technologies they need to respond effectively to emergencies and protecting their communities. Our end-to-end ecosystem of public safety tools, combined with our expertise and experience, allows us to deliver comprehensive solutions that enable faster, more coordinated responses and enhanced situational awareness.



Technology That Meets Your Needs

Flex Suite

The Flex suite will provide Huntington Park with an integrated CAD, Records, Mobile, and Non-Custodial Booking solution, designed for real-time response and quick, intuitive processes. It offers the complete package, with more than 60 off-the-shelf modules, an end-to-end software experience, fully synced mission-critical communications, access to trusted video, and security analytics.

- **Flex CAD:** Users easily share call information, manage multiple disciplines, and keep all parties informed and up-to-date with the latest call information. Features customizable screens and functions, integrated records and data, quick CAD commands, and real time alerts and timers.
- **Flex RMS:** Users easily generate content for crime analysis, presentation, and archiving by pulling preformatted reports from the system or configuring customized reports as needed. Data is entered and accessed through a single-source database.
- **Flex Mobile:** Users easily manage incident details, access necessary data, and complete reports from the field with a suite of modules focused on mobility to extend Flex CAD and Records to first responders' devices.
- **Non-Custodial Booking:** Users easily gather system-wide corrections data, creating seamless data flow to process inmates from start to finish more efficiently. Enhances safety with the ability to flag records, and simplifies booking processes and jail log information by supporting multiple offenses on a single entry.

Avigilon Unity 8 - Video Security & Analytics Solution

To meet Huntington Park's city-wide camera needs, Motorola is proposing Avigilon Unity 8 which is Avigilon's Video Security & Analytics Solution latest and most advanced version of Avigilon Control Center (ACC™) video management software. It is designed to bring the right information to you so that you can take action. Unity 8 provides an easy-to-use, AI-enabled user interface to help ensure critical events do not go unnoticed Avigilon's Next Generation Analytics delivers improved accuracy in both perimeter protection and in crowded, indoor environments:

- AI Powered Notifications and Events
- Expanded Object Classification
- Appearance Search and Unusual Motion and Activity Detection
- Advanced Pattern-based Analytics
- Teach-by-example Technology; Powerful Forensics; Actionable Data
- Focus of Attention





CommandCentral Aware

CommandCentral Aware will provide Huntington Park Police Department a complete operating picture, integrating real-time intelligence in the command center to remotely assist officers in the field. Simplify your operational view by consolidating your resources into one single pane of glass and support officer safety by monitoring real-time alerts and accessing nearby video feeds.

- **A complete and immersive operating picture:** CAD operators can view locations, personnel availability, and alerts from a single, custom-designed position. Users can view information from disparate sources on a single map, with all related information correlated in one place. Rule sets trigger automated actions based on specific event occurrences.
- **Reliable Threat Detection and Verification:** Integrated, real-time video streams from any video management system provide immediate visibility for problem locations. Feeds can be organized into camera groups and benefit from camera sources automatically associated with events. Users can also run federated queries for more information about suspicious activity.
- **Seamless Communication with Field Personnel:** Command Center personnel can connect directly with personnel in the field for the immediate sharing of information. Collaborate via voice communications as well as text and multimedia messaging to share video, pictures, incident updates or query and search results.





ActiveEye Managed Detection Response

Motorola's ActiveEye platform powers our managed cybersecurity services, enabling the deployment of Managed Detection and Response (MDR) capabilities across your organization. Easily integrating with the systems and tools you already use, ActiveEye uses advanced automation to eliminate the noise from millions of cyber events, allowing our experienced Security Operations Center (SOC) analysts or your internal security team to focus on actual threats to resolve them faster. With a transparent, co-managed view, you can see what our SOC analysts see and what actions have been taken to protect your vital assets.

- **Visibility Into It Networks, Endpoints, Cloud And More:** ActiveEye integrates with and monitors Motorola Solutions systems, such as ASTRO, VESTA 9-1-1, PremierOne, Flex and more. It can help you meet compliance requirements and detect IT network threats with security monitoring, log retention, advanced reporting and threat intelligence, and protect workstations and mobile devices with advanced Endpoint Detection and Response (EDR) for rapid threat detection, asset discovery, traffic analysis and log collection. ActiveEye also protects assets in the cloud, monitoring configuration settings and network anomalies to keep SaaS accounts and cloud infrastructure safe.
- **Evaluate Actual Versus Perceived Threats:** ActiveEye uses advanced automation to filter out more than 95 percent of false alerts and to rank-order the remaining alerts, so our SOC analysts are focused on the highest risks. Activities that start with a low urgency score can quickly increase as the virtual analyst capabilities within ActiveEye evaluate current context and how the SOC handled similar situations in the past.
- **Respond Faster With Interactive Incident Investigations:** ActiveEye puts a simple, intuitive investigation capability at the fingertips of even non-security experts, enabling you to see related alerts, whether they're open or closed. With ActiveEye, you get the same visibility into what's happening in your environment that our SOC analysts have.
- **Easily Define And View Key Metrics:** Be sure your staffing level is appropriate and effective while knowing when and where to grow, or leave it to our SOC to manage so you can have peace of mind knowing that key performance indicators for your systems, networks and applications are being monitored 24/7 by our team of experts.



A Solution That is More Than the Sum of its Parts



Motorola believes that each piece of technology in this proposal is well-suited to your needs - and we hope that you will agree. But Motorola's strategy for helping communities like Huntington Park Police Department doesn't stop with individual pieces of technology.

Motorola believes that the future of public safety demands products that work together, channeling streams of undifferentiated data into a steady supply of actionable information that protects residents and builds safer communities. In support of that goal, Motorola has developed a robust ecosystem of public safety solutions that combines voice, video, messaging, location, and security services – to make the job of public safety easier, faster, and more effective.

The technology in this proposal has been designed to work as part of the industry's most powerful end-to-end suite for mission critical operations. These products work together seamlessly, enhancing each other's individual capabilities, so that each solution we propose is even more than the sum of its parts. Here are some of the benefits that you could realize by adding this technology to your current roster of Motorola products:

- **Integrations between Flex Suite and your existing MCC 7500E consoles:** The Flex Suite integrates seamlessly with the Motorola Solutions MCC 7500E console, allowing for quick access to key console functionality directly within the Flex Computer-Aided Dispatch (CAD) application. This integration streamlines operations and reduces time from call receipt to call dispatch.
- **Integrations between Flex Suite and your existing APX radios:** The Flex Suite is designed to work seamlessly with Motorola Solutions' APX radios. With GPS-equipped APX radios, field personnel can have real-time visibility for better dispatch decisions. Data-equipped APX radios provide immediate unit identification and location on the Flex CAD and Mobile map display when the emergency button is pressed in the field.
- **Integrations between Flex Suite and your existing Vesta solution:** The Flex Suite integrates with the Vesta NG-911 Call Handling System, allowing call takers to answer incoming Vesta NG-911 calls from within the Flex CAD application. This integration provides a simplified user interface and expedites the call taking and incident handling process.





Implementation

Motorola is committed to a seamless and efficient implementation process for our customers' new technology. We understand the importance of minimizing disruptions and ensuring a speedy installation. To achieve this, we follow industry-standard practices outlined in the Product Management Body of Knowledge (PMBOK). Our extensive experience with similar projects allows us to apply best practices and lessons learned to deliver the best possible outcomes. With a focus on project management excellence and adherence to industry standards, Motorola is dedicated to providing a smooth and successful implementation experience for our customers.

Service and Support

Motorola Solutions is dedicated to ensuring the sustainability and ongoing performance of its solutions. With extensive local resources, including Motorola employees and Motorola-certified service partners, Motorola can provide support and service at any time, 24 hours a day. This commitment to accessibility and responsiveness means that customers can rely on Motorola to quickly address any technical issues or concerns that may arise. Whether it's routine maintenance or troubleshooting and repair, Motorola's team of qualified technicians is equipped to keep the solution operating at its best. With a proven track record in comprehensive sustainment plans and a focus on customer satisfaction, Motorola Solutions is a trusted partner in providing top-notch service and support.

Summary

- **Why Motorola?** Motorola Solutions has a long history of serving the public safety sector and is a trusted leader in the industry. With innovative solutions and advanced technology, Motorola is well-equipped to meet the evolving needs of customers.
- **Key benefits of the products mentioned:** The products offered by Motorola, such as high-resolution cameras, AI-powered video analytics, and improved communications systems, enhance facility safety, streamline operations, and improve incident detection. These solutions provide accurate threat detection, efficient data analysis, effective communication, and decisive incident response.
- **Seamless implementation:** Motorola follows industry-standard practices outlined in the PMBOK to ensure a seamless and efficient implementation process. With extensive experience and a focus on project management excellence, Motorola strives to deliver the best possible outcomes and minimize disruptions.
- **Continuous working of the new technology:** Motorola Solutions is dedicated to ensuring the sustainability and ongoing performance of its solutions. With extensive local resources and a commitment to accessibility and responsiveness, Motorola can quickly address any technical issues or concerns that may arise, keeping the solution operating at its best.





To learn more, visit:

www.motorolasolutions.com



MOTOROLA SOLUTIONS

Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A.

Availability note (for example: Not available in Canada. Only available in Australia. Available in Europe.)

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Section 2

Solution Overview

The City of Huntington Park is continuously scaling its day-to-day operations to meet the growing needs of the City, and hence the need to collect, analyze, and display various data streams intelligently is becoming more critical than ever. Disparate sources of information need to be organized and processed in a way that provides the right information to the right people to make quick accurate decisions in the moments that matter.

In this mission of the City to build, refresh and scale their operations and technology, integrating technologies from various sources seamlessly and accurately is of critical importance. As a long-term public safety partner to the City of Huntington Park, Motorola Solutions understands the needs and growth plans of the City. We are proud to be able to offer an entire end-to-end suite of public safety products, starting with community engagement and moving through the public safety life cycle all the way to inmate management. Motorola's extensive public safety ecosystem not only allows the City of Huntington Park to integrate their existing solutions like VESTA 911, and P25 LMR Radio System into the solution but also provides access to the ever-growing and evolving portfolio of solutions in the pursuit of building a truly integrated solution.

Motorola strongly believes that investment in a single-vendor solution across various stages and public safety functionalities provides many efficiencies and cost-saving benefits that will put the City of Huntington Park in the best position possible for the future. The Solution proposed in this offering definitely focuses on the specific needs you have today, but also builds for the entire organization in years to come.

The following solutions are included as a part of this proposal:

- Flex Suite, consisting of Computer-Aided Dispatch (CAD), Records Management System (RMS), Mobile, and Non-Custodial Software.
- CommandCentral Aware – Situational Awareness Software.
- Avigilon Video Security and Analytics Solution.
- Access Control Solution.
- Rave Mobile Reach
- Cybersecurity Solution (Optional).

The sections below provide a details understanding of what is proposed and how it will integrate seamlessly into CommandCentral Aware meeting the needs of the City along with the corresponding statement of work.

Section 3

System Description

3.1 Flex CAD/RMS/Non-Custodial Solution Summary

The Flex Suite		
Flex Integrated Hub	✓	The foundation of every Flex solution. Stores and shares information between Flex applications.
Flex Computer-Aided Dispatch – Standard	✓	Enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies.
Flex Computer-Aided Dispatch – Plus	✓	Enhances Flex CAD with the ability to store defined incident response plans, record hazard data on properties within a jurisdiction, and track alarms and manage fees.
Flex Mobile – Computer-Aided Dispatch	✓	Allows field personnel to access accurate, real-time call information from their laptop computers, as well as update their status, add and view call comments, and access radio logs and incident information without burdening dispatchers.
Flex Mobile – Records	✓	Allows field personnel universal data access. Field narratives and image display options provide tools to manage and search records from the field.
Flex Records Management System – Standard	✓	Consolidates law incident records into one database, simplifying incident and case management reporting. Tracks complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property.
Flex Records Management System – Plus	✓	Enables users to manage inventory, as well as record and track licenses and permits, civil processes, impounded vehicles details, pawned property, as well as equipment and fleet maintenance.
Non-Custodial	✓	Gathers system-wide corrections data, creating seamless data flow, and allowing users to process inmates from start to finish more efficiently. Enhances safety with the ability to flag records, and simplifies booking processes and jail log information by supporting multiple offenses on a single entry.
ActiveEye Managed Detection and Response	✓	Provides access to the ActiveEye Security Platform, along with 24/7 support from specialized cybersecurity experts who monitor mission-critical computer-aided dispatch (CAD) servers, workstations, and mobiles for indicators of threats and remediate them if needed.

3.2 Hardware Specifications

Solution Summary	
One (1) HPE DL360 Gen 11 Server	
	- One (1) Intel® Xeon® Silver 4416+ Processor. » Twenty (20) 2.00 GHz / 3.90 GHz (Turbo) Cores. 256 GB Memory. - Four (4) 1GbE Base-T Ports plus two (2) - 1/10GbE Base-T Ports. 7.1TB Useable Flash Storage expandable to 21.2TB Useable. 5-Years of 24x7x4 hardware support with keep your hard drive add-on. - Six (6) Windows Server virtual machine licenses. - One (1) Red Hat Enterprise Linux Subscription with 5-years of support for two (2) virtual machines.
VMware Software	
	Twenty (20) cores of vSphere Standard Subscription for 5-years (includes support).
Backup Software and NAS Storage	
	5-year Veeam Universal Subscription for ten (10) virtual machines. - One (1) Synology RS822+ NAS device with three (3) 16TB 7200 RPM SATA drives. » 16TB of useable storage, expandable to 32TB.
Solutions II Professional Services	
	- On-site installation and integration of the solution into the Agency's existing environment. 5-hours of Solutions II Support for assistance with the environment after installation.

3.3 Flex CAD, Records and Non-Custodial Management Solution

3.3.1 Flex Integrated Hub General Functionality

3.3.1.1 General Hub

Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:

- Centralized database.
- Central tables that cross-reference information system-wide.

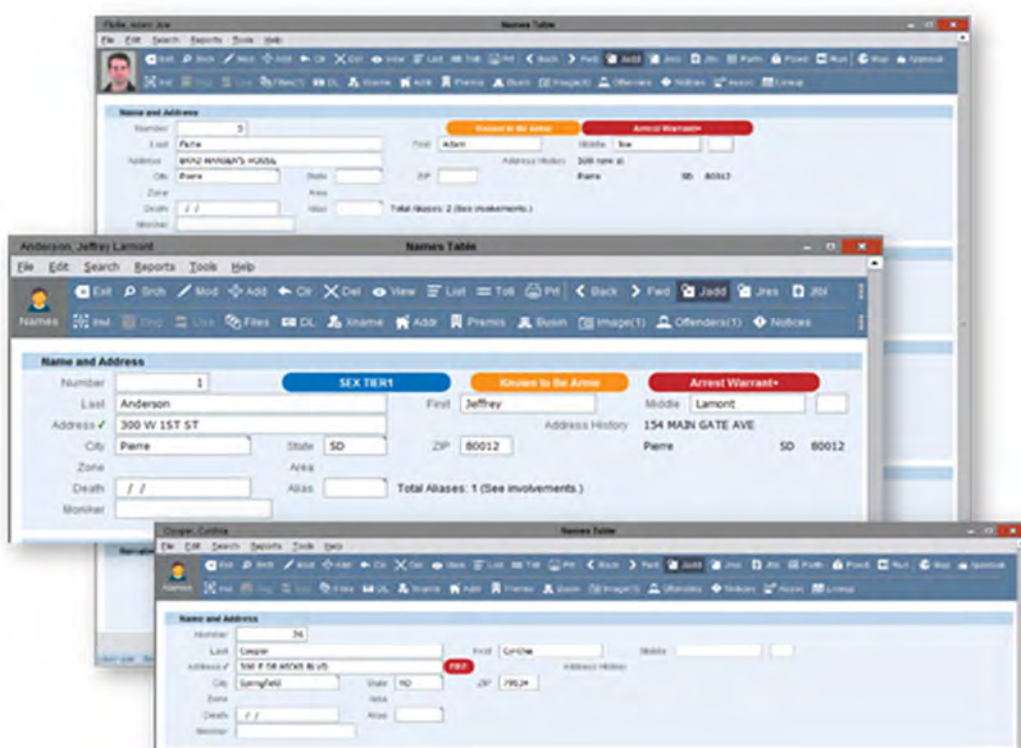


Figure 3-1: Master tables show users critical information that is referenced across all

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

3.3.1.2 Imaging

The Flex Imaging module allows agencies to create a library of full-color digital images that are fully searchable from anywhere in the system. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users. The program is an all-in-one application for importing, organizing, editing, and sharing photos. Because it connects seamlessly with other modules in the Flex software, agencies are able to do more with their information.

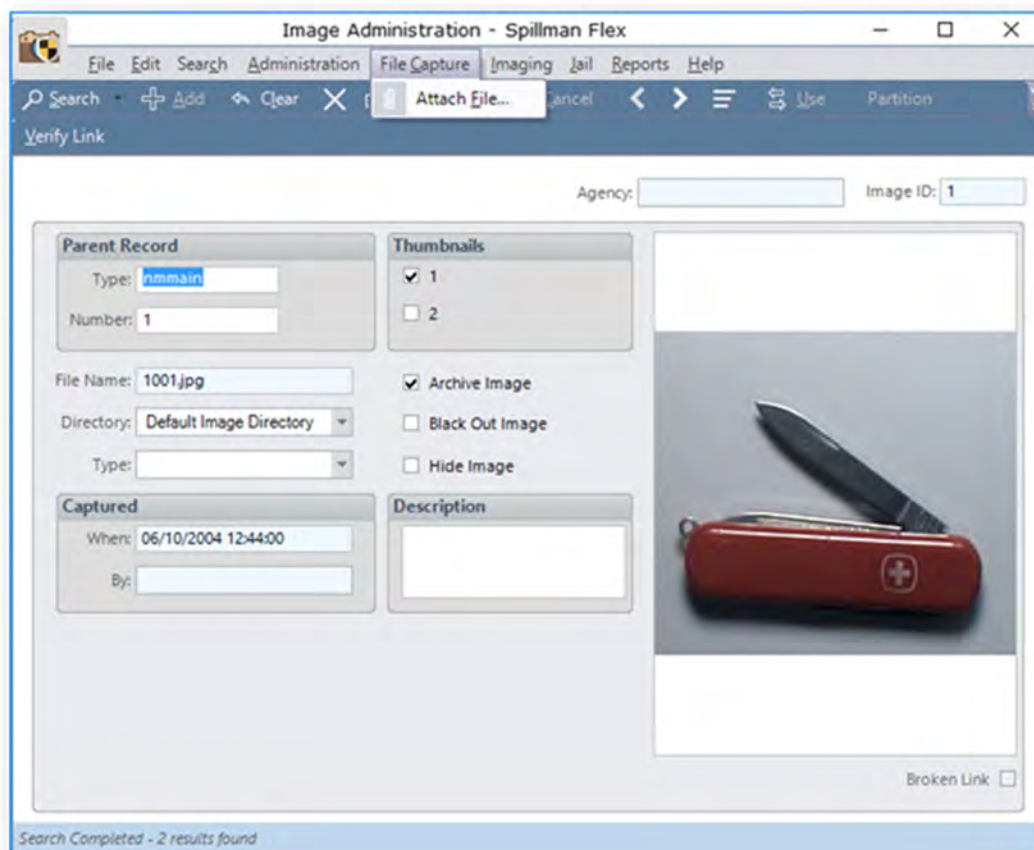


Figure 3-2: Users can attach images, video, document, audio files directly to a file.

3.3.1.2.1 Unlimited Capture Workstations

Flex customers can choose to make every user workstation an image capture station at no extra cost. No extra licenses are needed to operate our Imaging module, and users benefit from the convenience of unlimited capture workstations, while agencies take advantage of the long-term savings.

3.3.1.2.2 Quick View of Images

Images appear as thumbnails on all Flex records. Click the thumbnail to view the image, or any archived image. Users can see differences between new and old images, allowing personnel to determine if a subject has changed his or her appearance.

3.3.1.2.3 File Description

Users can quickly access information about each file attached to a particular record. Flex's File Capture feature allows users to enter the complete name of each file and create an accompanying description. Icons displayed on the record enable users to see what types of files are attached without opening them.

3.3.1.2.4 File Capture Technology

Flex's File Capture feature allows users to quickly organize images and other files. Users can easily add files to a record by dragging and dropping them onto the correct field. They can do this with single or multiple files. Users can also create an accompanying description for each file to promote easy content identification by other users.

3.3.1.2.5 Intuitive Editing Features

The Imaging module gives users access to several tools for enhancing and editing the quality of digital images. For example, if photos taken at an accident scene are less vivid than expected, users can easily adjust brightness, sharpness, and contrast with the click of a button. Users can also rotate and resize images as needed.

3.3.1.3 Geographic Information Systems (GIS)

GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.

3.3.1.3.1 Dispatch-Friendly Features

Flex's GIS solution maximizes dispatchers' use of the system. It automatically routes every call to the correct dispatcher, and reduces the likelihood of responding to the same incident twice. Additionally, our solution gives dispatchers the tools to make sure the closest unit responds to a given call. Flex provides these solutions with:

- Zone assignments.
- Alerts for duplicate calls.
- Directions to call locations.
- CAD Mapping and Mobile AVL.

3.3.1.3.2 Common Place Names

Agencies can customize the Flex GIS solution to reflect specific jurisdictions. Agency-defined common place names save users time by allowing them to input place names instead of street addresses. For example, users can enter "State Capitol" instead of the capitol's street address. The system also accommodates landmarks, mile markers, highway exits, street intersections, and overpasses based on how the agency builds the database.

3.3.1.3.3 Accurate Address Verification

Flex's GIS solution optimizes agency responses, eliminates confusion, improves accuracy, and gives users the ability to quickly identify correct addresses when the system cannot find an exact match. The system's address verification does this by displaying:

- Accurate and verified geographic information.
- Specific addresses and intersections, including x- and y-coordinates.
- Color-coded address candidates.
- Flex's Address Selection screen.

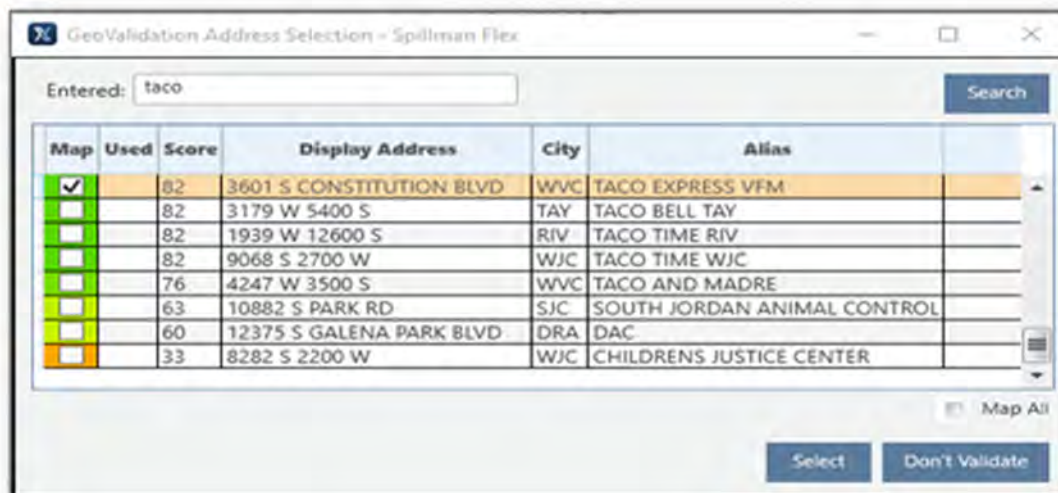


Figure 3-3: Address options are scored for relevance and color coded for easy understanding

3.3.1.3.4 Reverse Geocoding

Flex GIS simplifies operations by translating geographic coordinates into estimated addresses plotted on a map. By reverse geocoding data, users can quickly select the appropriate location for any situation. When users enter coordinate data, the software displays a list of all matching addresses.

3.3.1.3.5 Safe Incident Response

Our GIS solution improves officer safety by notifying users of warrants, alerts, and past criminal incidents associated with an address. Visual alerts allow users to make informed decisions and prepare for any possible scenario. For example, address alerts appear in red, and indicate details about any previous incidents. If an address has multiple alerts, a plus sign (+) appears at the end of the alert.

3.3.1.4 Active Directory

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

The Flex Active Directory Integration Tool is a feature of the Flex product designed to simplify the user login process and streamline the management of user accounts. Once configured, the feature is transparent to end users, allowing them to log into the Flex product using their standard Windows username and password. Administration of the tool is managed within a Flex web application.

Active Directory integration is available for Windows and Linux customers with Multi Domain Active Directory. There is currently no solution for AIX customers.

Benefits

- Simplified Administration - User authentication and group membership are managed in a single place, Microsoft Active Directory.
- Fewer usernames and passwords to remember - Users need only know their Windows username and password.
- Leverage existing resources - Agencies can take advantage of existing personnel knowledge and skills to manage user accounts.

Features

- User authentication against Microsoft Active Directory.
- Auto creation of APNAMES records from Microsoft Active Directory.
- User synchronization with Microsoft Active Directory.
- Group synchronization with Microsoft Active Directory.
- Group membership associated with Microsoft Active Directory Security Groups.
- Support for Nested Group Memberships.
- Support for Windows and Linux.
- Multi Domain Support.

Customer Responsibilities

- Successful agencies will have a dedicated resource as the local Admin for current active directory (AD) deployment at the agency. AD administrators will be responsible for AD and ideally will be involved in the initial setup of the current AD they have in place.
- Motorola personnel will be able to assist with webapp configuration, but the bulk of the configuration must be completed by the agency.
- Every Flex group utilized in the system must be set up in the original AD infrastructure.
- Motorola requires LDAP-S for security. The agency's admin or IT must provide the certificate file and any configuration needed (networking, etc.). The agency must have this enabled on the AD server, and provide the certificate.

3.3.1.5 Data Replication

The Data Replication Tool is a web application designed to provide a secure, robust tool for replication of a Flex c-tree database to an external customer database. Nearly all tables are available for replication, and the application gives customers the ability to choose which tables are exported based on their operational needs.

3.3.1.5.1 Stable Reporting

The Flex Data Replication module eliminates the need for agencies to query against a live Flex database, allowing personnel to access the reports they need, when they need them, without having to consider how it may impact the system. This module creates a stable platform upon which reporting applications, such as SAP's Crystal Reports Server, can be added to create custom reports.

3.3.1.5.2 Flexible Reporting Options

Being locked into one specific reporting tool can limit an agency's use of its Flex system. By using the Data Replication module, agencies can employ any industry-compliant technology they choose for accessing information. Personnel can then conveniently use a consistent set of commands for both their live and back-up database. Once an agency exports its live data, personnel can expedite their reporting capabilities using any tool available to easily move data from live to back-up databases – without being locked into any single application.

3.3.1.5.3 Familiar Database Use

The Data Replication module allows agencies to make the most of their existing IT expertise in other database services. Users can choose to export data to a separate database running either Microsoft SQL or MySQL.

Benefits for Flex Customers

The Data Replication Tool provides the following benefits to Flex customers:

- Isolates the reporting/ODBC queries from the production system, yielding an increase of stability and performance on the production system.
- Provides improved functionality over the FairCom ODBC and JDBC drivers.
- Allows customers to leverage their existing expertise in other database technologies.

Important Note

It is important to note that this module is designed to provide data for a reporting server. It is not intended to be used as a disaster recovery, hot backup, or high-availability solution, and it cannot replicate data to another c-tree database. Additionally, it is each agency's responsibility to manage or maintain the server, server operating system (OS), or the chosen database management system (DBMS).

In addition, our partner, Solutions II, offers a wide range of services including implementation and managed services. We will be happy to provide more information upon request.

3.3.1.6 StateLink

Agency personnel can use a single query into state, national, and other external databases to access information about wanted persons, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data. Queries are sent securely and can be accessed from the StateLink request screen, from the Computer Aided Dispatch (CAD) module, or from a record within another Spillman Flex module. State-specific transaction forms are available to meet agencies' custom needs, and administrators can set security privileges to regulate access. Flex's StateLink is integrated with CAD and Mobile for convenience. Personnel can easily search for queries directly from the CAD screen, they have access to valuable information without requiring an additional terminal. When integrated with the optional Mobile State & National Queries module, field officers can

query local, state, and national databases simultaneously for instant data on names, vehicles, property, wanted persons, and available images (where applicable).

3.3.2 Flex Computer-Aided Dispatch

3.3.2.1 Flex CAD (Standard)

Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:

- Real-time call updates.
- Unit responses.
- Automatic alerts for wanted persons and dangerous locations.
- Customizable special instructions in question/answer format.

The screenshot shows the 'Manage a CAD Incident - Spillman Flex' interface. The main form on the left contains fields for 'LOCATION' (401 ELDER ST, Springfield), 'CAD INCIDENT' (Type: Medical, Status: Active), 'CALLER INFO' (Telephone: 811, Address: 401 ELDER ST), and 'COMPLAINANT INFO' (Add complainant). The right sidebar has tabs for 'Comments', 'State Returns', 'Alerts', and 'Prev History'. The 'Alerts' tab is selected, showing a list of alerts: 'Possible Duplicates' (1), 'Medical' (1), and 'ARRVD 401 ELDER ST (Recent incident)' (1). A 'DO NOT MERGE' button is located at the bottom right of the alerts section. The bottom of the screen has 'CANCEL' and 'ACCEPT' buttons.

Figure 3-4: The CAD Incident Screen gives dispatchers mission-critical information and alerts.

All system modules are fully integrated, enabling dispatchers to easily access data from any table, virtually eliminating duplication and redundancy. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety. For example, users can instantly query name, vehicle, property, and law incident records directly from Flex's Records Management System without leaving the CAD status screen.

3.3.2.1.1 Visible Name and Address Alerts

The system's Alerts feature prepares officers for call response and enables them to anticipate hazards. Users can easily share information regarding unsafe historical incidents, and alerts appear in red so dispatchers can quickly identify impending dangers and communicate any safety concerns. The alerts module accomplishes this by:

- Providing information about individuals and locations.
- Allowing users to view address or name-related hazards.

- Allowing dispatchers to tag a record with one or several alerts.

3.3.2.1.2 Flexible User Functions

Flex CAD accommodates both new and advanced users. Experienced dispatchers can simplify steps with keyboard shortcuts, or use the command line to operate the system. This flexibility allows users to train at their own pace. New users can easily adapt to the system by performing the following actions:

- Selecting icons.
- Dragging and dropping.
- Right-clicking.

3.3.2.1.3 Real-Time Status Alerts and Timers

The system's alerts and timers help ensure officer safety by keeping dispatchers aware of all call and unit activity. Additionally, they inform users of any actions needed or time lapses exceeding agency thresholds with audible and visual alerts that provide real-time status updates.

3.3.2.1.4 Multiple Sessions

The system's flexible architecture maximizes operational efficiency by enabling users to open multiple CAD sessions at a time. The screenshot below shows how any authorized personnel can open and manage multiple command lines representing multiple sessions.

3.3.2.1.5 Quick CAD Commands

Flex's CAD command line can maximize dispatcher efficiency. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

3.3.2.1.6 Automatic Radio Log Entries

The system's automatic radio log functionality saves users time while increasing unit safety. The CAD solution automatically tracks radio transmissions, and creates a log entry for every status change. This ensures all communications are recorded with complete accuracy, and allows dispatchers to focus on other time-sensitive tasks. Consequently, units have immediate access to timely information, and administrators can review all unit activities at their own discretion.

3.3.2.1.7 Radio Integration

With Flex CAD, agencies can leverage their use of radios for enhanced situational awareness. Specifically, the software provides the following capabilities to streamlined communications and maximize user safety:

- Assign portable radios to first responders, and vehicle-mounted radios to units.
- Enable dispatchers to change a radio's alias directly from CAD.
- Display radio alias and fleet vehicle information for each unit within CAD.
- Monitor radios from CAD with push-to-talk indicators that identify speakers in real time.
- View radio talk groups directly within CAD.

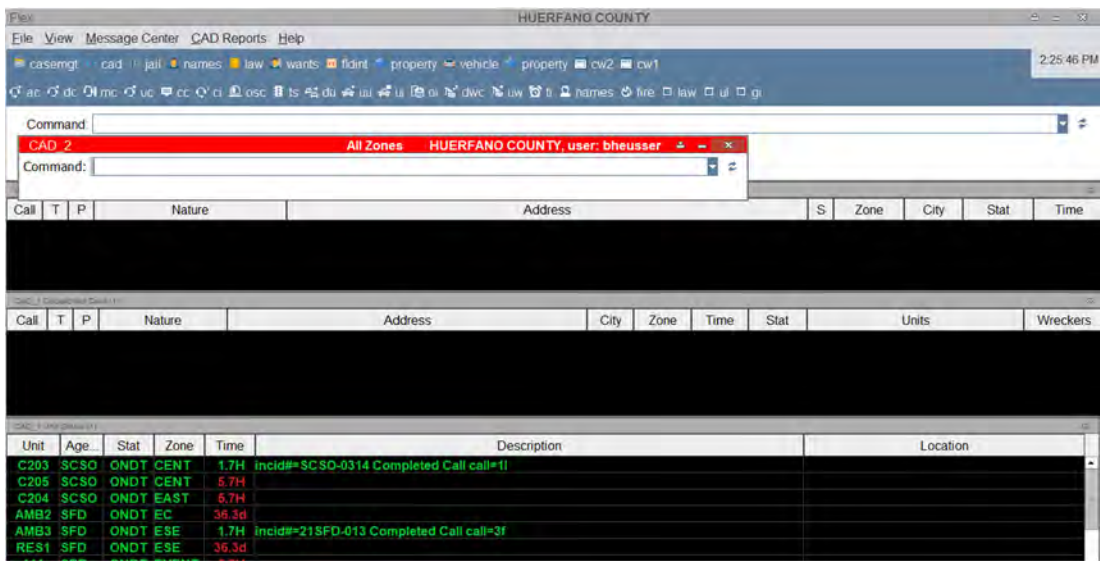


Figure 3-5: Users can open multiple CAD sessions simultaneously to streamline operations.

3.3.2.1.8 Customizable Screen Options

Flex allows dispatchers to customize system settings to their full advantage, allowing them to streamline their task execution through individual customization. For example, agencies can choose to display only calls from specific geographic areas, or lock the settings system-wide for uniformity. Some of the features that users can customize include:

- Display windows.
- Column settings.
- Toolbar buttons.
- Right-click commands.
- Color display options.

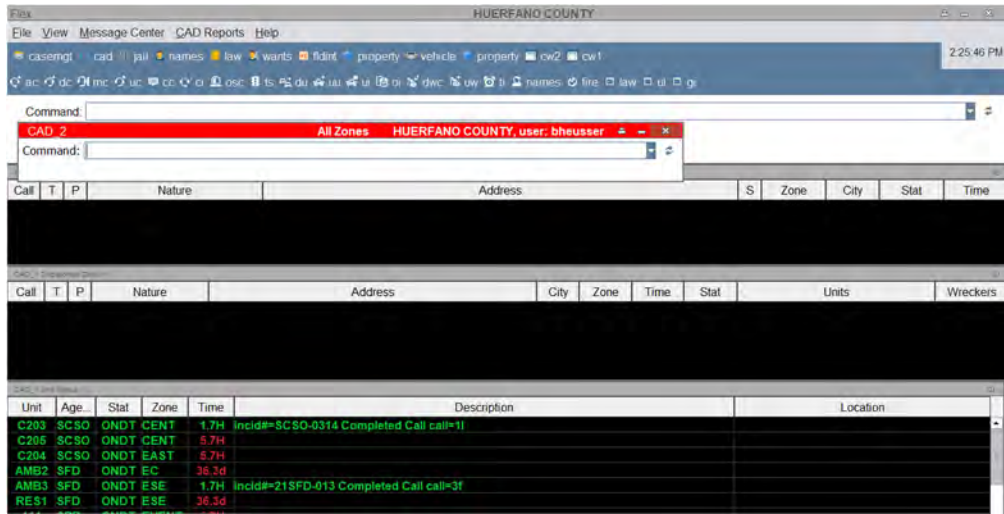


Figure 3-6: Users can open multiple CAD sessions simultaneously to streamline operations.

3.3.2.2 E9-1-1 Interface (Standard)

The Flex E9-1-1 interface improves the effectiveness and dependability of wireless 9-1-1 services by quickly identifying the location of a cellular user, allowing agencies to pinpoint cellular call locations. As the interface receives automatic number and location information (ANI/ALI) from a standard E9-1-1 system, it populates the data to the Flex CAD system. Additionally, the system meets federal regulations for Phase I and Phase II compliance, ensuring agency compliance with regulations. The following highlights several key advantages:

3.3.2.2.1 Automatic Field Entry

This feature minimizes data entry requirements, enables the rapid creation of accurate call records, and reduces the potential for data entry errors. The information it automatically adds to the CAD screen includes:

- Contact name.
- Address.
- City.
- 714-928-2574.

3.3.2.2.2 Accurate Mapping

When used with the Flex CAD and CAD Mapping modules, the E9-1-1 Interface improves data accuracy, promotes faster response, and enables users to make informed dispatching decisions. As a service call is received, the E9-1-1 interface automatically validates the call location with the Flex GIS solution. Once verified, the call location is automatically plotted on the CAD map and routed to the appropriate dispatcher's screen. Dispatchers can view the street name, call location, and nearest cross streets.



Figure 3-7: Streamlined Workflow

3.3.2.2.3 Call Data Preservation

Our E9-1-1 interface allows agencies to store valuable call information in the call record. When the agency receives a call from a wireless device, the initial Automatic Location Information (ALI) generally contains Phase I information. This information automatically populates the Address field of the Flex CAD Add Call screen. When an ALI rebid is performed to receive any additional Phase II latitude and longitude data, the updated location information also populates the Add Call screen. Agencies can configure to automatically transfer the original ALI information to the Comments field of the call record. Thus, the agency can perform continual ALI rebids to update location information while retaining a history of all ALI information received, providing continual situational awareness while maintaining location records for administrative purposes.

3.3.2.3 CAD Mapping (Standard)

The Flex CAD Mapping module provides users with powerful access to location and call information. Dispatchers can quickly view jurisdictional data, including street names, major buildings, landmarks, police districts, and fire/EMS zones. The system automatically plots call locations, and allows dispatchers to view detailed data. This instant access to refined data gives dispatchers the ability to rapidly dispatch the most appropriate units to each call, saving valuable time and enhancing responder safety in critical situations.

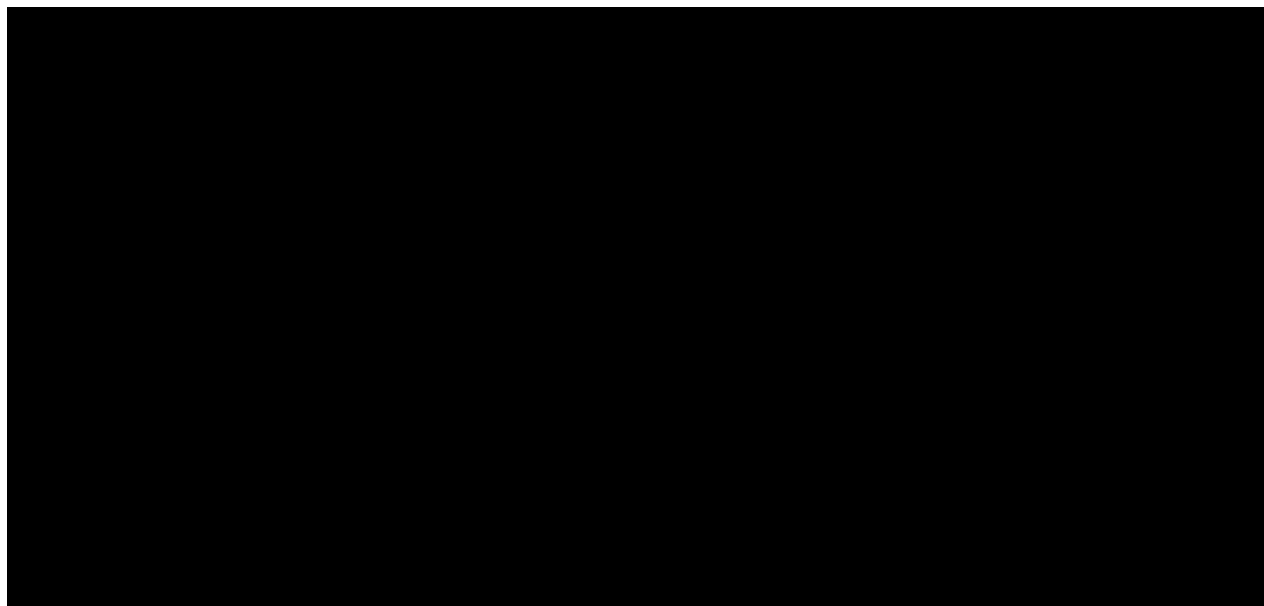


Figure 3-8: The CAD Mapping module gives users access to location and call information.

Dispatchers can also click on the map to view information about a specific location. Flex CAD Mapping uses the Esri® ArcGIS server to communicate directly with the GIS. This eliminates the need to load map data into a separate database, streamlining accurate address verification. Our mapping solutions are compliant with Phase I and Phase II wireless requirements, displaying longitude and latitude points at the approximate location of the call.

The following highlights some key features of Flex CAD Mapping.

3.3.2.3.1 Flexible Dispatching

The flexibility of our system accommodates a variety of user preferences. Users can quickly and easily dispatch units using the mouse, or retain full use of the keyboard by:

- Dragging and dropping a unit symbol to a call, or vice versa.
- Entering any function directly into the CAD command line.

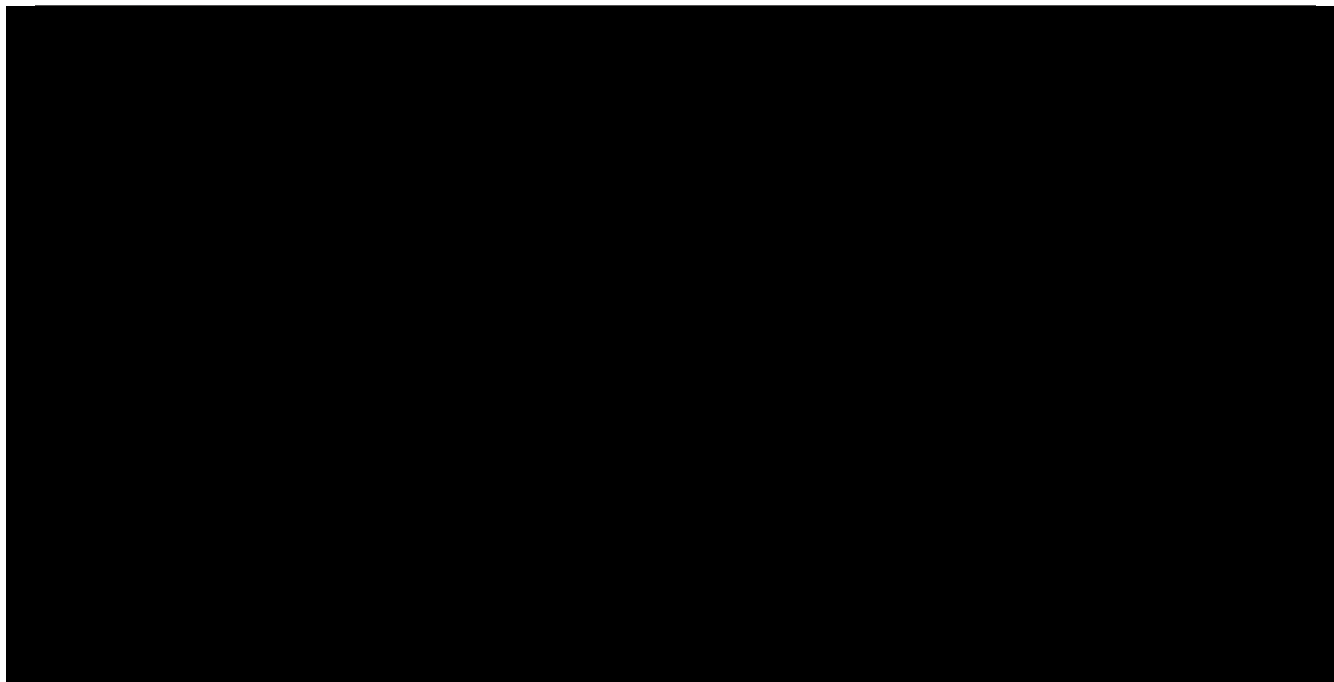


Figure 3-9: Flex's GIS integration allows for accurate real-time positioning of all units.

3.3.2.3.2 Customizable Features

Flex facilitates efficient operation in accordance with user preferences by enabling agencies to configure CAD Mapping software to meet both agency and individual user needs. Agencies can do this in a number of ways:

- Customize map icons by selecting from a list and upload agency-defined symbols.
- Center new calls on the map.
- Add map layers such as street, landmarks, and districts.
- Change map element colors to reflect roads, city boundaries, and more.

3.3.2.3.3 Mapping Toolbar

Flex's CAD Mapping toolbar streamlines the dispatching process with intuitive navigation tools. The system provides reminders of each button's function by displaying tool tips that enhance usability. Users also have the option to control the map directly from the CAD command line. Additionally, users can quickly navigate the maps with the following functionality:

- Zoom in.
- Zoom out.
- Pan.
- View the entire map.
- Change layer properties as needed.

3.3.2.3.4 Call and Unit Information

Our CAD Mapping solution gives users direct access to call and unit information, ensuring improved response times and appropriate officer actions. The system automatically suggests intersections and addresses that require geo-validation as the user is typing. Timely access to data increases officer safety, improves response results, and helps defuse potentially dangerous situations. Users achieve this timely access by right-clicking on a unit or call symbol and selecting the specific information they want to view. For example, users can choose to view information regarding:

- Call number or nature.
- Address.
- Complainant.
- Assigned officer.

3.3.2.3.5 System Integration

CAD Mapping fully integrates with the CAD and AVL modules, and our GIS system. With Flex's GIS, CAD calls automatically appear on the agency's jurisdictional map. Flex's AVL Mapping module, when used in conjunction with Global Positioning System (GPS), displays real-time location information for all units on the CAD map. With the system's radio integration, dispatchers can, upon demand, also view radio locations on the map, as well as when a radio emergency button is activated for real-time situational awareness and response. Any necessary radio programming to support portable location on the map is the responsibility of the agency.

3.3.2.4 Rapid Notification (Standard)

Flex's fully integrated Rapid Notification module allows users to send automatic report-of-call details to responding units. This module gathers information from the CAD screen and sends it to a printer at the responding agency. Individual units can also be notified of an event by email, text message, and/or phone call. Information gathered from the screen includes details such as:

- Address.
- Nature of call.
- Contact name and priority.

3.3.3 Flex Mobile Data Computing

3.3.3.1 Mobile Voiceless CAD

The Flex Mobile Voiceless CAD module allows field personnel to access accurate, real-time call information from their laptop computers, preserving radio channels for other critical communication during urgent situations. The module also enables personnel to quickly:

- Update their status.
- Add and view call comments.
- Access radio logs and incident information without burdening dispatchers.

The screenshot displays the Spillman Message Center interface. At the top, there's a title bar and a menu bar (File, Edit, Search, Screens, CAD, Tools, Help). Below the menu bar is a toolbar with various icons and keyboard shortcuts. The main area contains two tables. The first table lists calls with columns for Call#, Nature, Location, City, Zone, P, Status, Time, and Units. The second table lists units with columns for Unit, Status, Time, Call#, Zone, Agenc, Location, and Description. The status bar at the bottom shows system information like status, time, and active calls.

Call#	Nature	Location	City	Zone	P	Status	Time	Units
7f	Hazmat				3	RCVD	5.8d	
6e	Hazmat			ESW	3	RCVD	5.8d	
6f	Hazmat			ESW	3	RCVD	5.8d	
8f	Hazmat				3	RCVD	5.8d	
7e	Hazmat				3	RCVD	5.8d	
8e	Hazmat				3	RCVD	5.8d	

Unit	Status	Time	Call#	Zone	Agenc	Location	Description
SDS	OFFDFT	12.4m		LNW	SPD		(MDC)
101	ENRT	1.9d	5l	LNW	SCSO	405 E	Enroute to a Call call=5l
123	OVIOL	22.0H	3l	LN	SPD	124 N	(MDC)
AB2	ONDT	8.6d		LNW	SPD		
TESTA	ASSGN	8.6d	3l	LS	SPD	124 N	incid#=1702S0005 Assigned to a Call call=3l
TESTAB	ASSGN	8.6d	2l	LS	SPD	123 N	incid#=1702S0004 Assigned to a Call call=2l
TESTB	ASSGN	8.6d	3l	LNW	SPD	124 N	incid#=1702S0005 Assigned to a Call call=3l
U2	ONDT	12.7d		2	SPD		
U3	ONDT	12.7d		3	SPD		

Status: OFFDFT 00:35:49 | No Active Call | 10:48:17 | State Returns: 0 | Messages: 0 | No Alerts

Figure 3-10: Voiceless dispatch facilitates safe and efficient response.

The following is an overview of key features.

3.3.3.1.1 Mobile Access to Call Information

The Flex Mobile Voiceless CAD module allows users to access information about a call's address, nature, and any additional comments as they are entered by dispatchers. The software frees up radio frequencies for high-priority calls and eliminates the potential for misheard information, or interrupted communications. Using Mobile Voiceless CAD also prevents others from monitoring your communications over an unsecure radio channel.

3.3.3.1.2 Status Updates and Call Comments

Users can update the status of a call or unit directly from their laptop, saving valuable time and eliminating the need to notify dispatchers via radio every time a situation changes. Users can also add comments to a call, and view new comments using the Mobile Voiceless CAD module. The ability to view call comments from the field provides users with critical access to important details, alerts, and tactical updates during critical situations.

3.3.3.1.3 Efficient Radio Logs

Keep accurate radio logs for federal, state, or department records using Flex's Mobile Voiceless CAD module. The module automatically tracks response times and status updates, eliminating the need to request a radio log history from dispatchers.

3.3.3.2 Mobile Mapping AVL & Mapping

The Mobile AVL module uses advanced technology to track the location of all fleet units through Global Positioning System (GPS) receivers, providing dispatchers with optimal situational awareness when dispatching calls and allocating resources. To view this information, Flex Mobile supports a variety of GPS devices. The following summarizes several of the advantages offered:

3.3.3.2.1 Mapping

Users can view the following from the AVL map:

- Location.
- Status.
- Contact information of responding units.
- Quickest route to a call.
- Building schematics.
- Live camera feeds.

Flex's Mobile AVL Mapping module also enables personnel in the field to access critical call information and a map from a single screen. Alongside the map, they can access:

- Addresses.
- Cross streets.
- Hazards.
- Updated call comments.
- Responding units.
- Weather.
- Premises and HazMat information.

3.3.3.2.2 Mapping Tools

This powerful functionality allows users to view call and officer locations, and receive turn-by-turn driving directions to improve response times. Users have the ability to easily:

- Search by X and Y coordinates.
- Calculate the distance between calls with a measuring tool.
- Hyperlink a website or photo to a call.
- View predefined map layers that include:
 - Law and fire zones.
 - Water sources.
 - Ortho images.

3.3.3.2.3 Unit Location Display

Dispatchers and field officers can view the location of agency units and CAD calls on a jurisdictional map. This enables dispatchers to quickly assign units to calls based on proximity, and field officers can

view the map to determine the shortest route to calls. Dispatchers can do this on the map by dragging a unit to a call, or vice versa.

3.3.3.2.4 Unit Status Information

The Unit Status screen complements overall situational awareness by displaying the status of dispatched units. For each unit, the software displays:

- Status.
- Active call.
- Assigned zone and agency.
- Current location or most recent radio log entry.

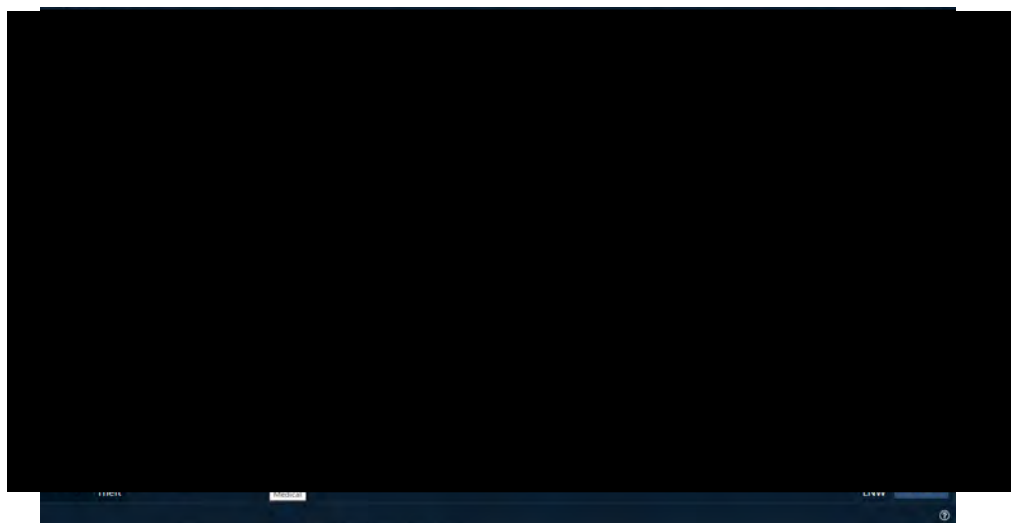


Figure 3-11: Flex's Mobile AVL Mapping technology provides access to comprehensive information.

3.3.3.3 Automatic Vehicle Locator (AVL)

Our AVL Mapping module employs the highest technological standards for this type of software. Advanced AVL technology is leveraged to track the location of all fleet units using GPS receivers, providing dispatchers with optimal, critical situational awareness. The following is an overview of key features:

3.3.3.3.1 Real-Time Unit Tracking

Knowing unit location in relation to an active CAD call enables users to quickly dispatch backup or provide further instruction. The AVL Mapping module allows CAD to display the real-time location of all AVL-equipped units. The software displays:

- Status.
- Active call.
- Assigned zone and agency.
- Current location.
- Most recent radio log entry.

3.3.3.3.2 Direct AVL

Direct AVL shows users the location of a unit the instant the vehicle is started, and its transmitter begins sending pulses. This information is sent directly to the agency using a combined GPS transmitter and wireless modem. Dispatchers can view the unit's real-time movements on the CAD map.

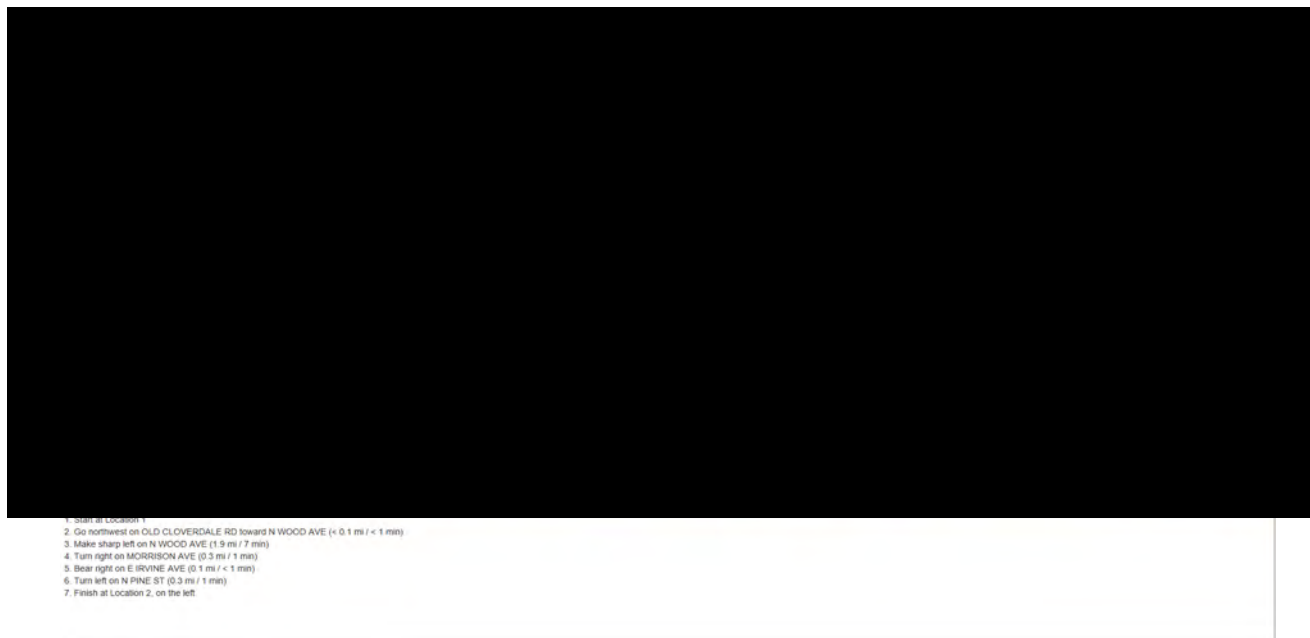


Figure 3-12: Flex's AVL Mapping technology supports efficient and accurate unit response.

3.3.3.3.3 Indirect AVL

Indirect AVL enables users to view the unit's movements on the CAD map. It uses a wireless modem to receive real-time location information from a GPS transmitter connected to a mobile laptop computer. The GPS data, with other information from the laptop, is then transmitted to the agency's dispatch center.

3.3.3.3.4 Quickest Route

Dispatchers can use Flex's Quickest Route feature to determine the active unit with the fastest route to an incident, greatly reducing response time. Based on a unit's current location, the Quickest Route module calculates the total drive time to reach a call, and allows users to view the ideal route and driving directions. This feature takes into account the agency's local street network, while recognizing barriers such as rivers, canyons, and limited-access highways, enabling dispatchers to minimize time-consuming obstacles for responding units. In addition to proximity calculations, it computes actual drive time to determine which unit can respond first.

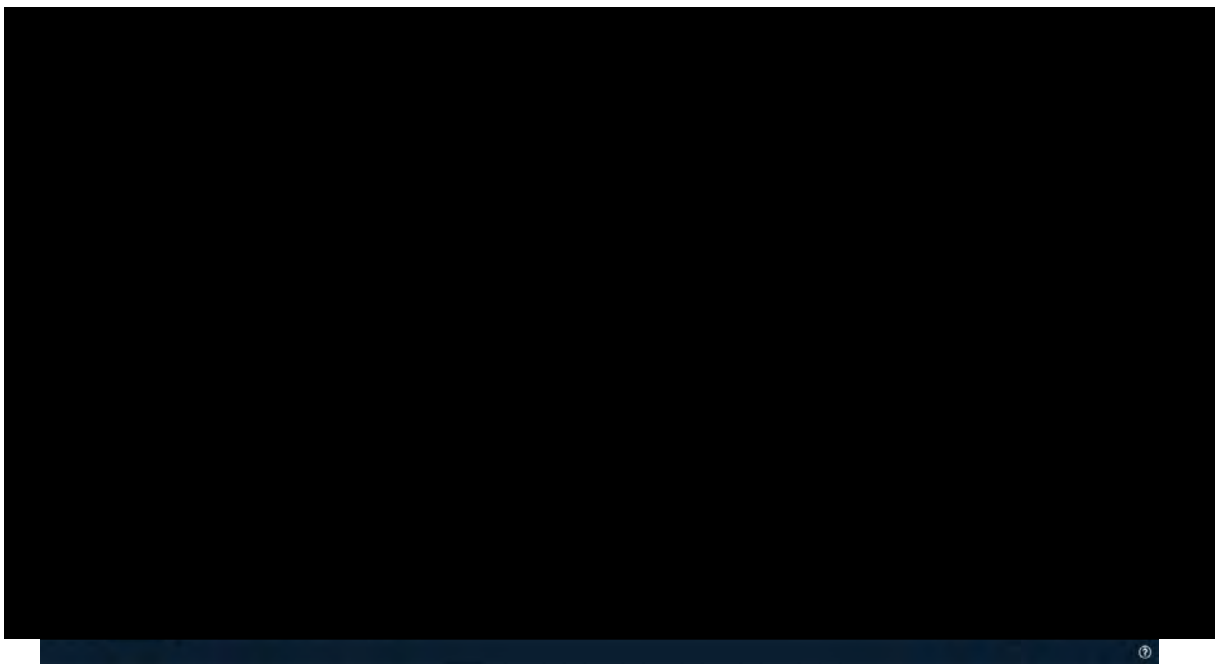


Figure 3-13: The Quickest Route helps dispatchers view the ideal route and directions based on unit location.

3.3.3.4 Flex Touch

The Flex system enables personnel to have full access to the information they need on the go. With the Flex Touch interface, users can access records and images, search for data within the local database, view dispatch information, receive call assignments, and update unit status from a mobile device like a smart phone or tablet.

Flex Touch is compatible with most major smart phones, including Android, iPhone, and systems. It can also be used on an iPad or a desktop computer, allowing personnel to take full advantage of crisp, high-resolution navigation through maps and other mobile data. Below are several of the key advantages:

3.3.3.4.1 Real-Time Call Updates

Calls are color-coded by status, allowing users to quickly see whether officers have arrived on the scene and if a unit's timer has expired. Users can view all active calls, the nature of the call, address, and any assigned units. Users can also view call comments and enter their own comments from the mobile device.

3.3.3.4.2 User-Friendly Interface

The Flex Touch interface is designed for convenient click or touch-screen navigation from a mobile digital device. Touch utilizes the same login information as the main Flex system, streamlining access to important data. Images appear on the screen as thumbnails, and can be viewed in full screen by touching or clicking on the image. Flex has configured the images for mobile digital device screens to conserve bandwidth for faster downloads, which are automatically formatted as links so that users can direct-dial them from a device, and users can also send emails with links to a record.

3.3.3.4.3 Field Searching

The application helps provide redundancy in data access, enhance officer safety, and provide users with access to a wide range of information in the field. Flex Touch supports wildcard searching; if a search yields no results, secondary search rules are used to match a possible record. For example, if a name search yields no results, the software searches for a matching social security or driver license number. The application displays records with warrants or alerts in red, enabling the responding officer to be prepared for any possible situation. Additionally, users can search the agency database for names, property, vehicles, and incidents.

3.3.3.4.4 Data Partitioning

The partitioning feature protects sensitive data by allowing users in the field to only see records that they are authorized to view. The application obeys the partitioning rules already in place in the Flex system.

3.3.3.4.5 Integration with Google Maps

A Google map automatically opens when an address is selected in the Flex Touch application. Users can see the current address, destination, traffic information, and turn-by-turn directions.

3.3.3.5 Quickest Route

3.3.3.5.1 Summary

The Flex Quickest Route module allows an agency to route units based on shortest drive time. This enables dispatch to recommend the closest unit and allows individual units to map the quickest route to a destination. Dispatchers and mobile users also have the ability to query for directions using the Quickest Route module.

3.3.3.5.2 Feature List

- Find the quickest route between two locations in the CAD and Mobile maps.
- Automatically display the quickest route for a responder in the mobile map when assigned to an incident.
- Automatically recalculate a route for a responder that deviates from the current route.
- Create and manage barriers using the CAD map.
- Incorporate quickest drive time into unit recommendations in CAD.

3.3.3.5.3 Requirements

General

- Expertise working with ArcGIS and Network Analyst extension.
- A functioning network dataset created from the agency's map.

Table 3-1: Hardware

Hardware	Model	Vendor/ Company	Support	Notes
GIS Server				Dedicated machine that meets the system requirements for ArcGIS Enterprise. See ESRI's website for these requirements.

Table 3-2: Software

Software	Version	Vendor / Company	Notes
Flex CAD, Flex Mobile	Version 2018.3 or later	Motorola Solutions, Inc.	
ArcGIS Desktop with Network Analyst Extension	Version 10.5 or later	ESRI	Used to build and maintain the network dataset that is used to perform routing analysis.
ArcGIS Enterprise with Network Analyst Extension	Version 10.5 or later	Motorola Solutions, Inc.	Use to publish the routing service that Flex uses.
CAD Mapping	Version 2018.3 or later	Motorola Solutions, Inc.	Flex CAD Mapping and/or Mobile Mapping license.

3.3.3.6 Mobile Premises & HazMat

3.3.3.6.1 Summary

Be prepared for a variety of disaster scenarios with field access to data on the location, type, and container size of hazardous materials stored in your jurisdiction as well as detailed premises information such as number of floors, responsible agencies, and physical descriptions. The National Oceanic and Atmospheric Administration (NOAA) CAMEO database offers information on more than 4,000 chemicals, including recommended handling instructions, first-aid responses, and protective clothing. Proximate population information helps you organize warnings and evacuations.

3.3.3.6.2 Feature List

- Maintaining Premises Data.
- CAD and GIS Integration.
- Proximate Populations.
- CAMEO® Chemical Database.
- HazMat Response.

3.3.4 Flex Mobile Records

3.3.4.1 Mobile Records

The Flex Mobile Records module empowers personnel with universal data access. Convenient field narratives and image display options provide the necessary tools to effectively manage records from

the field. Mobile personnel can also search for records in multiple places without leaving the vehicle or requesting dispatch assistance. Searchable databases include:

- Local databases.
- Flex and non-Flex databases (requires the InSight Interface).
- State databases (requires the Mobile StateLink Interface).
- National databases (requires the Mobile StateLink Interface).

The following highlights several key advantages.

3.3.4.1.1 Local RMS Queries

Mobile Records combines speed with flexibility. Users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases, with the ability to encrypt state and national query responses for use with third-party citation and crash programs.

Additionally, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns folder of the Mobile Message Center.



Figure 3-14: Flex Mobile provides detailed search returns for officers in the field.

3.3.4.1.2 Image Display

The system's image display function helps field personnel identify suspects and verify criminal histories. While viewing a record, all associated images related to that record are available, including mug shots or photos of vehicles and property. Images first appear in thumbnail size, but they can also be expanded to full-size.

3.3.4.1.3 Field Narratives

Users can enter field narratives into the system directly from the vehicle. This saves valuable time and improves record details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. Additionally, field officers have the flexibility to enter an

unlimited number of supplemental narratives for witness statements and other follow-up activities. For routine narrative entries, the system allows users to easily define templates for precise information gathering.

The screenshot displays the FLEX software interface for a 'Law: Burglary' record. The record is titled 'Law: Burglary' and includes the following information:

- When Reported:** 10/11/12 10:28/2001
- Address:** 121 DAVIS CT, Springfield, MO 65814
- Area:** LAW - Law North West Zone
- Agency:** SPD
- Officer:** B Pratt
- Contact:** 584100
- Disposition:** CAA, 10/16/2001
- Complainant:** Name: [redacted], Address: 121 DAVIS CT, Springfield, MO 65814, Race: W, Sex: F, Phone: (734)555-9012, Birth Date: 06/11/1961
- Incident #:** 0113-0001
- Circumstances:** 0: Random or (None) - 1
- Modus Operandi:** 0: Method of Entry: Forced the Door - 1
- Narrative:** 0: Springfield City Police Department - 1
- Supplements:** 0: 1 - Supplemental Report #1 - 08/10/08 10:30/2001 - C Christensen
- Radio Logs:** 0: 10:22-05:07/24/2001 - CMPT
- Involvements:** 0: Wanted Person - 10/26/2001 - Burglary - Originated by
- Approval History:** 0: CMPT - 1, RAUER - B Pratt - A FACKA - 10-21-02 04/26/2006
- Files:** 0: 5 Files

A plus sign (+) is visible next to the 'Involvements' field, indicating it can be expanded to view additional information.

Figure 3-15: Users can view additional Involvements information by expanding the record using the plus (+) sign.

3.3.4.2 Mobile Field Report with Field Interview

3.3.4.2.1 Summary

Conduct field interviews and record data from your vehicle. Large fields and drop-down menus are easy to navigate using either a touch-screen monitor or a keyboard and mouse. Forms can be customized with your agency's name, graphics, and a report title. Save time and prevent mistakes using drop-down lists of prefilled data wherever possible. Forms attach to Flex records for viewing, editing, and printing, and they system automatically searches for matching records before storing the information and routing electronically for approval. Add an unlimited number of people, vehicles, property, associated details, and narratives, and add your own custom fields.

3.3.4.2.2 Feature List

- Customizable Look and Feel.
- Integrated Incident Record Submission.
- On-scene Reporting and Validation.
- Simple Narrative Writing Features.

3.3.4.3 Driver License Scanning

Data gathered from a driver license can be used to efficiently conduct database searches and complete field reports, enhancing investigative abilities and officer safety. Flex's Driver License Scanning module gives officers the ability to populate Mobile search screens by scanning a driver license. Additionally, scanning the license will also automatically query the local, state, and national databases. Information drawn from scanning the license includes:

- Name.
- Date of birth.
- Address.
- Race.
- Gender.
- Driver license ID number.

3.3.4.3.1 Automated, Accurate Data Entry

When personnel scan a license, the Driver License Scanning module automatically populates the appropriate fields on the Mobile search screen with the driver's information. Driver license data can be used to populate the Mobile Law Form, Mobile Accident Form, Mobile Citation Form, and Law Field Interview Form (each form sold separately), reducing redundant data entry and saving officers and personnel time in the field.

3.3.4.3.2 Customizable Searching

The Flex Driver License Scanning module can be programmed to conduct searches in local, state, and/or national databases when a license is scanned. Officers can use the information returned from those searches to:

- Determine if the license is valid.
- Check for outstanding warrants.
- Confirm if the vehicle is stolen.
- View criminal history information.
- View previous incidents involving people or vehicles.

3.3.4.3.3 Dual Scanning Capability

Officers can gather information by scanning both magnetic strip and barcoded licenses where available, preventing agencies from creating redundant processes for the same action. Because the module adheres to American Administration of Motor Vehicle Administrators (AAMVA) standards, it has access to information on multiple licenses from across the nation. Its access extends to 20 states and entities that use magnetic strip licenses, and 52 states and entities that use barcode licenses.

3.3.4.4 Mobile Arrest Form

Flex's Mobile Arrest form is integrated with the Mobile Field Report and is completed as part of a related incident record. The Arrest form can be finalized and saved prior to completing the Field Report. The following is an overview of key features:

3.3.4.4.1 Automated Data Entry

Automated data entry enables patrol officers to quickly fill out multiple form fields using search results obtained from a name or vehicle query. Users can pre-fill forms with information from the Flex database by querying the Flex Mobile StateLink product, or by scanning a driver license barcode or magnetic strip.

3.3.4.4.2 Integration

Forms are automatically attached to the Flex record where they can be viewed, edited, or printed. The system also conducts an automatic search for matching name and vehicle records. New records are created if needed, and Involvements® are generated between associated records.

3.3.4.4.3 Customizable Fields

The Flex Automated Field Reporting modules enable patrol officers to add an unlimited number of people, vehicles, property, and their associated details. Narrative fields have no set length, allowing officers to add as much or as little text as needed.

3.3.4.4.4 Field Narratives

Officers can enter narratives, including probable cause statements, into the system directly from the vehicle, saving time and improving records details. They can add, view, and append supplemental narratives or narrative information directly from the Law Incident screen. The text editor displays the appropriate prompts for the selected template as users type the narrative information. Spell check and time stamping are also included.

3.3.4.4.5 Data Integrity

Flex helps prevent mistakes caused by incorrectly typed entries with drop-down lists. The system also ensures that important data is collected by requiring users to enter data in specified fields before saving the form.

3.3.4.5 Mobile State and National Queries

Use a state connection to search state and national databases for name, vehicle, property, guns, and wanted person records as well as available images. Users can perform state and federal searches simultaneously with one query while using the local RMS query feature to search local database information. Returns are delivered audibly as well as with visual highlights, including any alerts on records containing warnings.

3.3.4.5.1 Feature List

- State and National Database Queries.
- Transaction Recall.
- CAD Integration.
- Mobile Integration.
- Multiple Response Destinations.
- Alerts.

- Voice and Highlighting.

Note that this module requires the StateLink Interface.

3.3.5 Flex Records Management System

3.3.5.1 Records Management System (RMS) (Standard)

Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.

3.3.5.1.1 Accurate Reports

Users can easily clarify department initiatives and document progress by developing preformatted reports or configuring ad hoc reports for:

- Crime analysis.
- Presentation.
- Archiving.

Agencies can also compile detailed summaries and activity information for submitting UCR reports as necessary.

3.3.5.1.2 Detailed Case Management

Agencies have the ability to track cases from beginning to end by following detailed status information. Flex's case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

3.3.5.1.3 Dispatch Integration

Flex's integrated solutions ensure rapid and consistent data entry. The RMS module is linked directly with Flex CAD, which allows the software to automatically transfer appropriate information from calls to related incidents.

3.3.5.1.4 Advanced Security and Intelligence

Administrators can protect data integrity with flexible security features that allow users to secure privileged information. The Flex system allows agencies to store an unlimited amount of data regarding the following characteristics of individuals or groups:

- Hangouts.
- Associates.
- Vehicles.
- Employment.
- Activities.

3.3.5.1.5 Organized Dissemination

The system provides information accountability by tracking all information disseminated through the RMS module. Users can record the full text of the disseminated information, and create a link to the name record of the party receiving the information.

3.3.5.1.6 Automatic Visual Alerts

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Flex's integration populates the alert wherever the record exists.

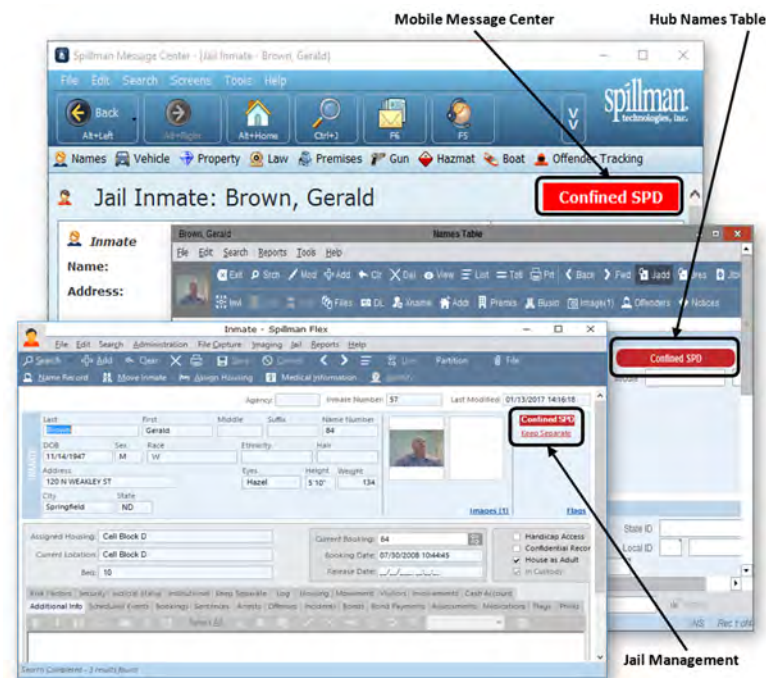


Figure 3-16: Users see clearly visible alerts system-wide, no matter where the information is.

3.3.5.2 Incident-Based Reporting (IBR) (Standard)

The Flex system enables the agency to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards. The software automatically retrieves information from the system upon data entry, eliminating manual efforts to create these reports. This retrieval enables the system to produce audit reports that verify the accuracy of reported data. Additionally, Flex holds state reporting certification and offers an integrated National Crime Information Center (NCIC) interface that aids in required report submissions.

3.3.5.3 Evidence Management (Standard)

Flex's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence. The Evidence Management module records changes in the location, status, and custodian of evidence, providing a detailed history from reception to release, or disposal of the item.

The screenshot displays a web-based incident management system interface. At the top, a red header bar contains the text 'Incident - 11006-0023 / Assault, Simple - Spelman, Eric'. Below this, a navigation bar includes tabs for 'Report', 'Summary', 'Incident', 'Offenses (1)', 'Persons (1)', 'Violations', 'Property (1)', and 'Narrative (1)'. The 'Summary' tab is active. The main form contains the following fields:

- When Reported:** 6/26/2018 17:28:02
- Occurred From:** 6/26/2018 17:28:02
- Occurred To:** 6/26/2018 17:28:02
- Incident Nature:** Assault
- Responsible Officer:** Vance Roberts
- Received By:** Karl Zean
- How Received:** Telephone
- Contact:** [Empty field]
- Agency:** SPRINGFIELD POLICE DEPARTMENT
- Responding Unit:**
 - C Gambale - Charles Gambale
 - R Hall - Rob Hall
 - V Roberts - Vance Roberts
- Address:**
 - Address:** 1602 HUNTSVILLE RD
 - City:** Springfield
 - State:** South Dakota
 - Zip:** 57134
 - Area:** Low South Zone
- Complainant:**
 - Name:** DOB
 - Height:** Weight
 - Sex:** Race: Ethnicity

Buttons for 'Validate', 'Add', and 'Save As Worksheet' are visible at the bottom of the form.

Figure 3-17: Compile detailed data that meets state and federal standards.

3.3.5.3.1 Complete Evidence History

Users can automatically track modifications to evidence records from processing, through lab analysis and court appearances, to the release or disposal of the item.

3.3.5.3.2 Evidence Reporting

The system enables users to maintain optimal awareness and accountability of evidence and its status. Users can generate reports that show evidence custody, create barcodes for any code table, and show the location of evidence. Some of the reporting tools include:

- The Case Closed Evidence List Report.
- The Generate Barcode List Report.
- Evidence Location Summary Report.

3.3.5.3.3 Detailed Evidence Data

The Flex solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item.
- Storage location.
- Identification number.
- Activities associated with the item.
- Comments.

3.3.5.3.4 Interface Features

Flex's optional Evidence Barcode & Audit Interface module enables users to manage the evidence room in minutes and saves hours of personnel time. The interface's barcoding functionality allows for

simplified data entry, precise labeling, and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in the item location.

The screenshot displays the 'Evidence Management' software interface. The top section, titled 'Incident', contains fields for Incident Number (160829-01), Nature (Information), Case Number, Address (123 n Main), City, State (ND), ZIP, and Contact. The middle section, titled 'Complainant', includes fields for Number (160901001), Last (Pondexter), DOB (12/01/05), SSN, Race (W), Sex (M), Tel, Fst (Thadus), Mid, Adu (checked), 123 N MONTGOMERY AVE, City (Pierre), ST (SD), and ZIP (50012). The bottom section, titled 'Details', contains fields for Offense/Statute, Circumstances, Reported, Observed, Agency (SDS), Last Rad Log, Clearance, Disposition, Judicial Sts, Misc Entry, and CAD Call ID. The bottom status bar shows 'Approval Status: COMPLT', 'Workflow Record Com', 'To: D Gordon 1', 'From: Spilman', 'Date: 16:59:04 09/12/16', and 'History'.

Figure 3-18: Flex’s evidence management module provides detailed evidence data.

3.3.5.4 Evidence Barcode and Audit Interface (Standard)

The Evidence Barcode and Audit Interface module provides agencies with barcoding capabilities for evidence management. It also includes a portable handheld barcode reader to inventory and audit evidence rooms for tracking location and movement.

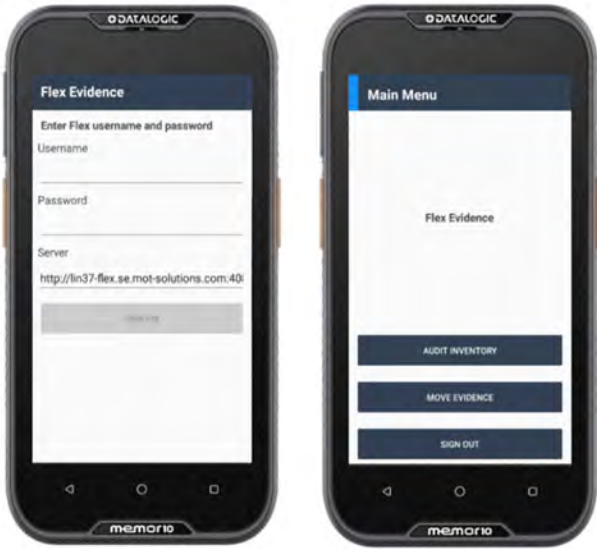


Figure 3-19: Barcode Reader

3.3.5.4.1 Automatic Data Transfer

Flex's Automatic Data Transfer saves time and ensures accuracy for agencies as information is tracked throughout the evidence life cycle. Users have the ability to attach barcode labels to evidence items, and use a scanner to automatically transfer the data into an evidence record. Additionally, the status of multiple evidence items can be changed simultaneously by using the "Scan" option of the interface.

3.3.5.4.2 Barcode Printing

Our solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item.
- Storage location.
- Identification number.
- Activities associated with the item.
- Comments.

3.3.5.4.3 Inventory and Evidence Tracking

Users can easily collect and store scanned inventory details with a handheld barcode reader, including the item number, storage location, and custodian's name. Information on moved evidence items can be tracked as well, including item number, storage location, custodian's name, transaction code, time and date of transaction, quantity moved, and reason for the move.

3.3.5.4.4 Detailed Reporting

The Import Inventory Barcode Report and the Import Move Inventory Report ensure data integrity. Users can check for discrepancies between the data downloaded from the portable barcode reader and the information contained in the Evidence Management table.

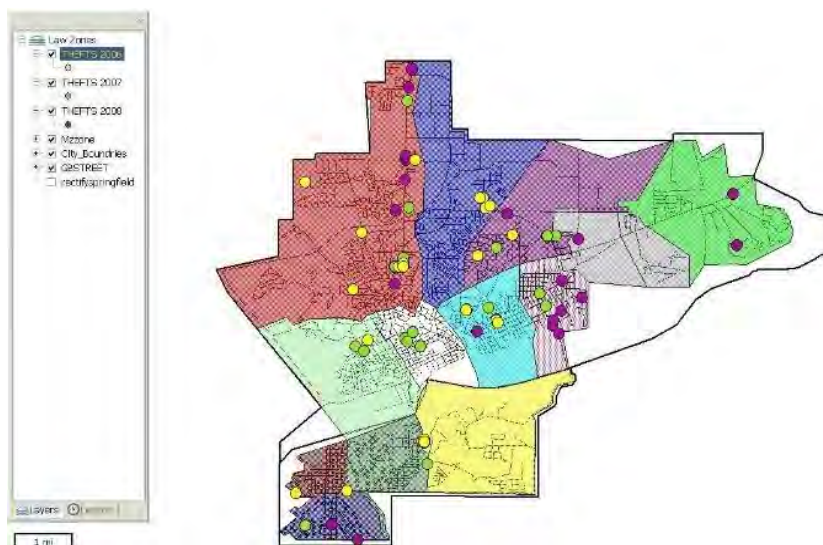
3.3.5.5 Pin Mapping (Standard)

The system's Pin Mapping module provides investigators with accurate and timely data they can use to analyze incidents and crime trends. Thorough crime investigations are supported with powerful searching capabilities that allow users to access critical information for effective decision-making, rapid deployment tactics, and prompt assessments.

3.3.5.5.1 Powerful Mapping Options

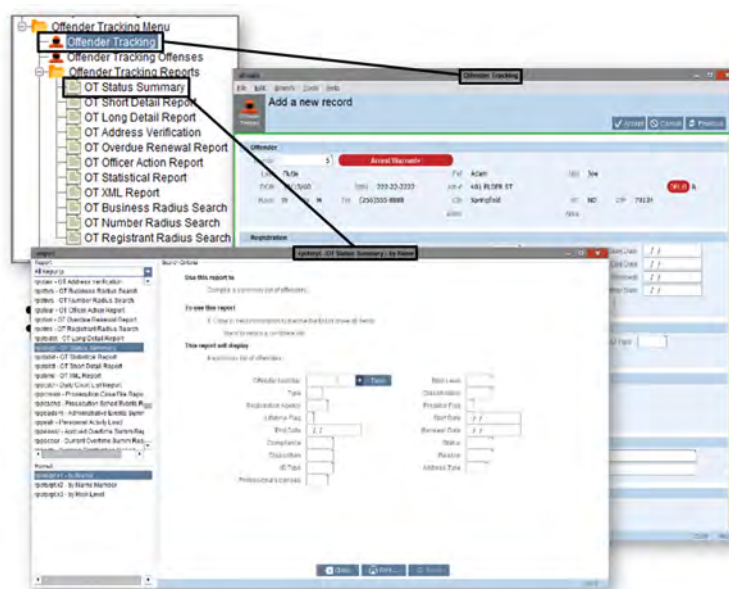
Flex's comprehensive toolbar enables users to identify trends and ensure address consistency through a comprehensive database of street and address information. Users can:

- View different map layers.
- Change the color, size, and type of points.
- Restrict or show all incidents on the map.



3.3.5.5.2 Efficient Analysis

3.3.5.6 Offender Tracking (Standard)



3.3.5.7 Traffic Information (Standard)

Our Traffic Information module delivers consistent, accurate data for shaping sound traffic safety policies and procedures. The software monitors activity on your roadways and generates quantifiable reports for traffic management. The following are key features of this powerful tool:

3.3.5.7.1 Citations and Warnings

Users can easily access citation and warning data. Full integration allows the agency to create a new name and vehicle record for a new contact, or link an existing name and vehicle while creating a citation or warning. They can also track:

- Offense.
- Name information.
- Vehicle description.
- Citation dispositions.
- Bail and/or fine collections.

3.3.5.7.2 Traffic Reporting

This feature quickly turns data into comprehensive information. Users can view several preformatted reports and a full snapshot of warning and citation activity from the traffic reports menu. It also provides:

- Demographic analysis.
- Accident summary reports.

3.3.5.7.3 Imaging Integration

Utilizing Flex's optional Imaging module, users can attach photos to any record for quick reference during an investigation. The agency can capture and archive high-quality digital photos from accident scenes. Additionally, they can print or copy and paste images in a report. Users can attach multiple images to each vehicle record.

3.3.5.7.4 Powerful Searching

System integration enables users to search multiple record sources at once, providing detailed information on vehicles or persons involved in the same traffic accident or citation.

3.3.5.8 Personnel Management (Standard)

The Personnel Management module enables comprehensive employee management. Agencies can store, retrieve, and manage detailed employee information including special skills, medical history, training and certification, positions, attendance, activities, leave time, and overtime. The module also accurately accounts for administrative activities such as commendations and disciplinary actions. The following highlights a few of the system's advanced features that help to simplify personnel management.

3.3.5.8.1 Special Skills and CAD Integration

Dispatchers can send the best personnel to a given call by using the Personnel Skill screen to reference any employee’s special job skills. Job skills can include foreign language fluency, CPR certifications, or explosives expertise.

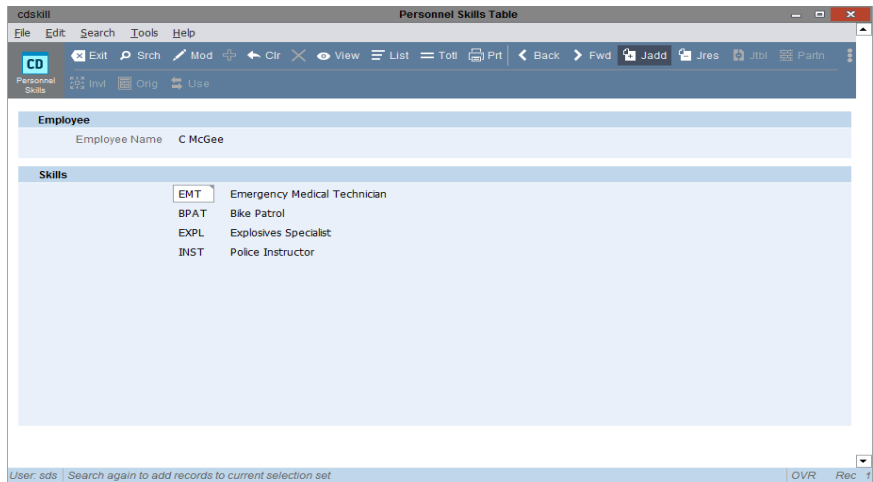


Figure 3-22: Enhance call assignments with special skills references.

3.3.5.8.2 Detailed Employee Information

A detailed record for each employee provides users with the ability to efficiently track and update general information, such as the employee’s name, address, division, status, and Social Security Number.

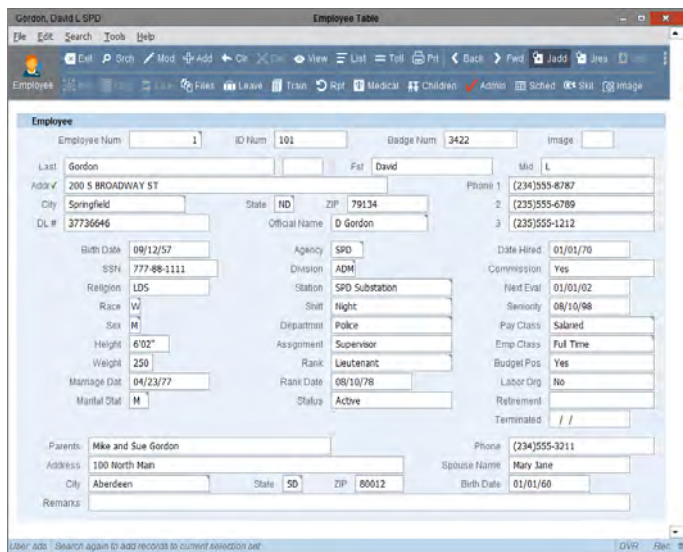


Figure 3-23: Personnel can track and update detailed employee information.

3.3.5.8.3 Personnel Reports

Users can generate easy-to-view personnel reports from a comprehensive menu of options including:

- Identification numbers.
- Medical events summaries.
- Administrative events summaries.
- Pay status and payroll reports.
- Training reports.
- Leave requests.
- Position status and demographics reports.
- Workload reports.

3.3.5.8.4 Training Information

Ensure that personnel are equipped with the training to do their jobs safely by monitoring their training portfolios. The system enables users to update and monitor the following training data for individual employees:

- Type of training completed.
- Dates and locations.
- Cost.
- Credit earned.

3.3.5.8.5 Medical History

The Medical Event detail screen can be used to track employee medical events that occur before and during employment. Detailed records of employee medical history including blood type, allergies, insurance information, and physical information are stored in the system.

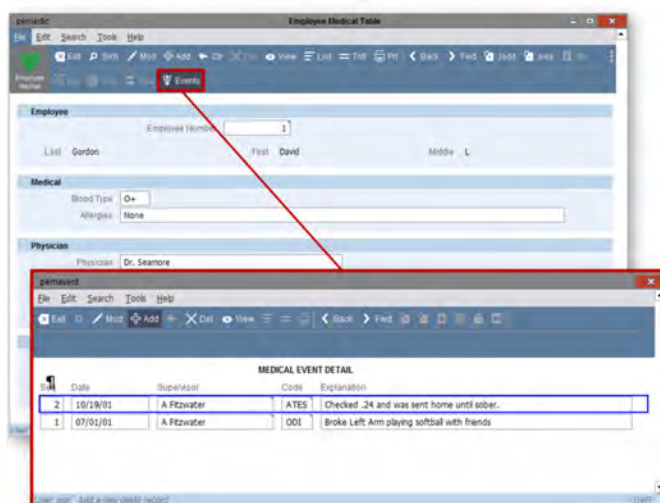


Figure 3-24: Track an employee's medical history before and during employment with the Medical Table "Events."

3.3.5.8.6 Attendance and Workload Management

Employees can easily enter work activity information into the Employee Workload screen. For each activity performed, employees can enter work dates, start and end times, activity and location codes, a reference number, and comments.

3.3.6 Non-Custodial Management

3.3.6.1 LA County LiveScan Fingerprinting Interface

The Non-Custodies management solution's LiveScan Fingerprinting Interface streamlines the transfer of inmate name information and arrests data onto agency fingerprint cards. The interface allows users to exchange data between the Jail Records module to a third party LiveScan fingerprinting software system. Users can then customize the data to ensure that fingerprint cards meet agency preferences and state recording requirements.

3.3.6.1.1 One-Touch Data Transfer

Users can efficiently transfer inmate data to LiveScan fingerprinting software while reducing the risk of data errors. With a single touch, the inmate's name, gender, physical description, booking identification number, arresting agency, Social Security number, and other data are automatically entered into the correct fields on the inmate's fingerprint card in the LiveScan software.

3.3.6.1.2 Reporting Requirements

The LiveScan application helps agencies meet state and federal reporting requirements. Users can customize the interface to transfer the specific information, onto fingerprint cards, that is needed to meet state and federal reporting requirements. The order in which data appears on the cards can also be configured to meet unique agency preferences.

3.3.7 Flex Data Conversion

Purchasing and implementing a new Flex system often requires a migration from your agency's previous vendor's database to your new Flex server. Depending on how long your agency had been using your previous system, this can mean moving away from years' or even decades' worth of public safety data about your community, and into a brand new and empty database. Our data conversion process is designed to quickly and efficiently transfer your agency's wealth of information to a new database, where it can be accessed and utilized more efficiently.

We recommend that agencies convert their data as soon as possible after adopting a new system in order to minimize the amount of data re-entry personnel have to complete, and the number of times they have to log in to multiple databases, to search for information.

3.3.7.1 Data Conversion Process

When it comes to the actual data conversion process, there are different options as far as what you can convert, and where you can convert it to. Before the conversion process begins, your agency will work with your Flex sales representative and a data conversion specialist to evaluate the quality of your data, and the most appropriate conversion option to pursue.

Careful consideration should be given to the overall effects each option will have on data accuracy, system reliability, personnel resources, and agency-specific operational procedures. Below are the several data conversion options to be considered.

3.3.7.1.1 Live Database Conversion

Data Location – Motorola Solutions provides the option to convert all legacy data into the live Flex database. Full conversion of this type offers substantial operational convenience, as your agency's legacy data will be comingled with the new data that is entered into the Flex system. As a result, reports, dashboards, and in many cases involvements, will include an agency's legacy data.

Required Preparation – In order to accomplish an effective full data conversion, fields need to be mapped, duplicate legacy data needs to be cleaned or merged, and some free text data will need to be made uniform. Agencies considering full data conversion should conduct a comprehensive review of the limitations of its existing data, and be aware of the high risks associated with converting duplicate data. Preparation of this type requires extensive effort and time on the part of the agency, and Motorola Solutions.

Price – Live database conversion is a more expensive option, due to the scope of the conversion, and the considerable preparation required.

3.3.7.1.2 Secondary Flex Database Conversion

Data Location – Our customers have the option to convert all legacy data into a dedicated reference Flex database. Following this full conversion, legacy data will be accessed by selecting the reference database, as opposed to the live database, when logging in to Flex. Reports run in the live system will not include legacy data; however, users can search data against the reference database, and copy information over into the live database. The risk imposed by duplicate legacy data is notably lessened with this conversion option, as legacy data is not comingled in the same live environment.

Required Preparation – In order to accomplish an effective full data conversion, fields need to be mapped, duplicate legacy data needs to be cleaned or merged, and some free text data will need to be made uniform. Preparation of this type requires extensive effort and time on the part of the agency, and Motorola Solutions.

Price – Reference database conversion is a more expensive option, due to the scope of the conversion, and the preparation required. Also accounted for in the cost of this conversion is the required additional database support.

3.3.7.1.3 Legacy Data Query

Motorola Solutions offers Legacy Data Query option for agencies to consider.

3.3.7.1.4 Data Query

Data Location – Our customers have the option to “dump” legacy data into a separate, query-only database. This query-only database can be accessed with Motorola Solutions' Record Query tool. The Record Query tool will connect to the query-only database, enabling users to query their agency's legacy data, and manually bring data into a report printout format. Though all legacy data will not be available in the live environment, it will be preserved without the need to maintain an old system.

Required Preparation – The effort and time that must be expended in preparation for this conversion is minimal, making the entire process much simpler.

Price – Manual Record Query tool is the least expensive data conversion option, due to the scope of the conversion, and the preparation required.

In order to properly determine the most appropriate data conversion option, and its associated price, your agency will need to review the status of its current data environment with your Flex sales representative, including:

- The size and number of systems that store your legacy data.
- Which product suites you want to convert (Names, Vehicle, Property, CAD, Records, Evidence, Jail, etc.).
- Whether you want to convert images and file attachments.
- The data entry standards utilized by your current system.
- How many years' worth of data you want to convert.

We look forward to working closely with your agency to determine the most beneficial approach to meet your needs.

3.4 ActiveEye Managed Detection & Response for Flex (Optional)

3.4.1 Solution Overview

Motorola Solutions (“Motorola”) is pleased to present the proposed cybersecurity services for City of Huntington Park, CA (hereinafter referred to as “Customer”).

The following cybersecurity services are included in our proposal for the Customer’s Flex system:

- **ActiveEyeSM Managed Detection & Response for Flex**
 - Endpoint Detection and Response
- **Motorola Security Operations Center (SOC) Services**

3.4.2 Services Included

The ActiveEye service modules included in our proposal are presented below

Table 3-3: Service Modules

Service Module	Features Included	Site/Environment
Endpoint Detection and Response (EDR)	▪ Carbon Black Defense + Threat Hunter ▪ (310) EDR Total Endpoints ▪ Online Storage Period: 30 Day Storage	▪ Flex Clients (260) ▪ CAD (30), RMS (35), Mobile (85) ▪ Flex Host Environment (50)
Security Operations Center (SOC)	▪ Monitoring and Support	▪ Service modules

3.4.3 Service Description

The ActiveEye Security Platform collects, manages, and analyzes security events. Built-in analytics examine multiple real-time threat intelligence feeds, reference past events, and follow playbooks to automate most actions. Analytics also prioritize events to quickly identify those that require remediation.

As a Security Orchestration, Automation and Response (SOAR) platform, ActiveEye speeds up remediation, using predefined or custom playbooks to automatically investigate and respond to threats. ActiveEye’s automatic investigation capabilities include looking up threat intelligence, querying past data, adding recommended action notes to cases, and bringing event details to the main investigation screen. Its automated response capabilities include changing alert priorities, closing alerts, blocklisting files, removing files from systems or isolating hosts from the network.

This automated approach to threat identification and remediation eliminates more than 95 percent of false positives, allowing your team or our SOC analysts to shift their focus to more complex investigation and response tasks.

3.4.3.1 ActiveEye Managed Security Portal

The ActiveEye Security Portal, a cloud-based web application, enables improved coordination of cybersecurity efforts between your agency and Motorola Solutions. From this central platform, your agency's personnel will be able to view threat insights, event investigations, security reports, threat advisories, and the status of cases.

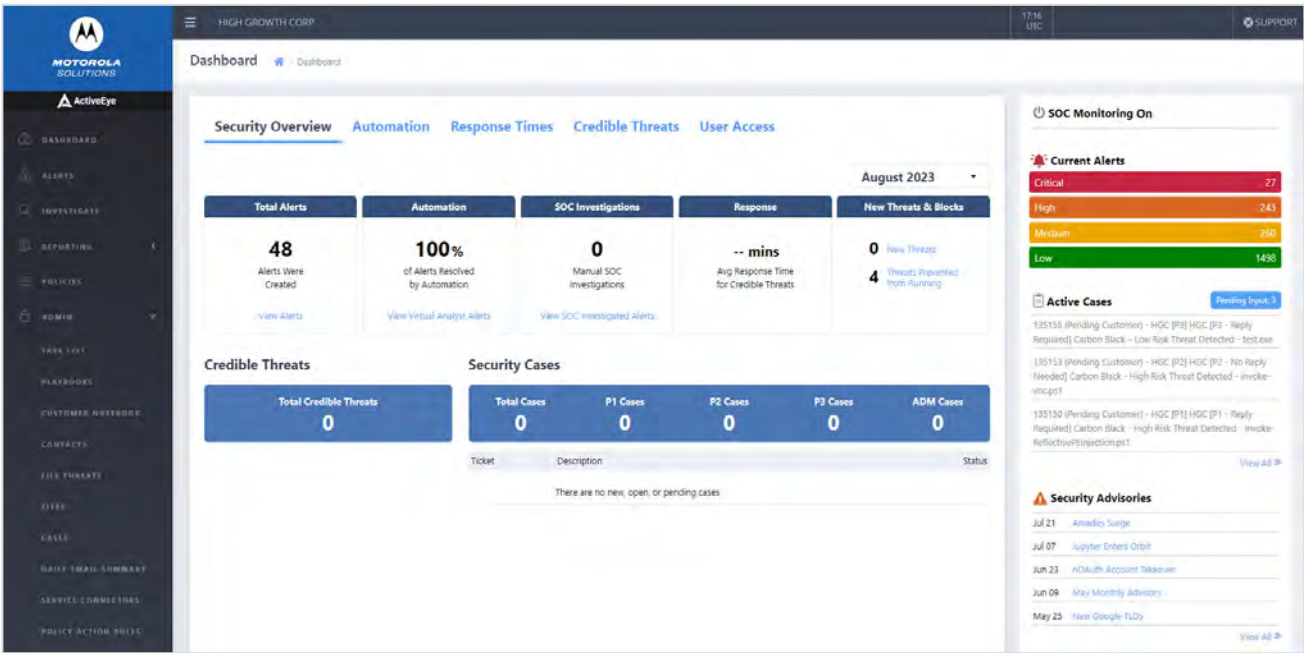


Figure 3-25 ActiveEye Portal

Dashboard

The ActiveEye dashboard provides a summary of key information. It includes a snapshot of open alerts, alert categories, key performance indicators (KPI), open cases, and recent threat advisories. Users can also see more in-depth information, such as the number of security cases, alert details, alert trends, reports, and group communications.

Security Cases

When a threat is identified, the SOC will create a security case. Through the ActiveEye Portal, your agency's personnel will be able to view details of current or past cases, create new cases, or respond to ongoing cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its trigger, the systems it impacts, and any actions taken to address the alert.

ActiveEye also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups are shown in ActiveEye, helping users spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye includes robust *ad hoc* reporting capabilities that provide important information about active and historical threats. Users can share information outside of ActiveEye by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

ActiveEye also enables the SOC to share Security Advisories on active threats. These advisories guide security teams on how to take actions against threats and where to get more information.

Information Sharing

ActiveEye includes several other functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information-sharing functions include:

- **SOC Bulletins** - Instructions from your agency's personnel or the SOC that analysts reference when creating security cases. These can communicate short-term situations where a security case may not be required, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document your agency's environment and any specific network implementation details assisting the SOC investigation of security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and your agency's personnel will jointly manage contact procedures.

User Access

User access settings make it simple to add, update, and remove access to ActiveEye. Users may be given administrative access, allowing them to perform administrative tasks such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

3.4.3.2 Service Modules

One or more service modules can be integrated through the ActiveEye platform. These modules provide more information for ActiveEye to correlate, offering a clearer vision of events on your agency's network. In addition, modules enable security teams and analysts to more easily access and compare data from disparate systems.

3.4.3.3 Endpoint Detection and Response

If an attacker attempts to breach your existing security controls, it is critical to respond quickly. Integrating Endpoint Detection and Response (EDR) tools with the ActiveEye platform enables security analysts to respond to attacks and view threat intelligence in a single interface. Through the ActiveEye platform, analysts can isolate hosts, block files, allow files, and remove files.

See Table 3-3: Service Modules for subscription details.

3.4.3.4 Security Operations Center Monitoring and Support

ActiveEye MDR includes ongoing monitoring by Motorola Solutions SOC cybersecurity analysts to look for potential cybersecurity threats to connected networks, applications, and devices on a 24/7 basis. The SOC team operates from secure, redundant locations in the United States, and can securely operate at remote locations if necessary. Team members complete regular training on customer data management and privacy to protect sensitive customer data. Based on their broad security experience, the SOC's analysts will recommend security device configurations and implement playbooks to increase focus on the most critical threats.

If a threat investigation requires input from your agency's security team, the SOC will create a security case and follow defined escalation procedures for each priority level. ActiveEye will enable your agency's personnel to view security cases and event investigation history.

In the event of a potential incident, the SOC will use data available in ActiveEye and access your agency's system to determine the extent of malicious activity. If needed, the SOC will add more detection policies to your agency's service modules.

3.5 Rave Alert

In a world of unknowns, Rave's critical communication and collaboration platform helps prepare and respond to any incident. Rave Alert provides the ability to send mass notifications and/or targeted messages to connect and inform your community and organization with critical information at critical times. Backed by public safety-grade infrastructure, Rave sends billions of notifications a year and is trusted by thousands of federal, state, and local agencies.

Rave Mobile Safety's Critical Communication and Collaboration Platform is a fully funded offering by Cal OES under the NG 9-1-1 Alert & Warning System contract. For additional information or to opt-in, simply visit the following website: Cal OES NG 9-1-1 AWS.

3.6 Rave Mobile Reach

To assist with the transition to Rave Alert, Rave Mobile Safety offers Mobile Reach, a service that significantly improves your ability to reach a larger portion of your community during emergencies. Emergency communication is generally limited to landlines and individuals who opted-in to receive alerts and historically make up less than 10% of the total population. Now with the addition of mobile data, Mobile Reach acts as a powerful supplement by providing provisioned, geo-tagged, and loaded mobile contact data into the Rave Alert platform, automatically expanding your reach and connection to as many community members as possible to deliver vital information to the right people at the right time.

3.7 Avigilon Fixed Video Cameras and Access Control Solution

3.7.1 Solution Overview

Motorola Solutions, Inc. ("Motorola") is providing this proposal to the City of Huntington Park for a citywide CCTV camera solution. The proposed Avigilon Video Security and Analytics Solution consists of the Avigilon Control Center (ACC) Unity 8 video management system (VMS), video infrastructure, cameras, software licenses and storage at specified locations throughout the city.

Also included in this proposal is a citywide Access Control solution. The proposed Unity Access Solution consists of the Avigilon Control Manager (ACM) door management software, servers, HID card readers, electrified door hardware (varies depending on door type), door accessories (door contacts, REX), power supplies, and access control panels at specified locations throughout the City.

3.7.2 Solution Details

3.7.2.1 Unity 8 - Video System

Motorola will implement a citywide Avigilon Video Management System using the Unity 8 Video Client and NVR5 & recorders. Cameras will be installed at specified city properties and video will be recorded on each NVR (network video recorder) located on-site.

Motorola will provide a turnkey video security solution and will setup, program, pull cable, and commission the NVRs and Cameras for the city and train the city staff on using Unity 8.

Through collaboration with the City, and Motorola it has been determined that a turnkey video solution will be provided at the following locations:

- Huntington Park City Hall
- Huntington Park Police Department
- Huntington Park Court House
- Huntington Park Public Works
- Frank Park Community Center
- Raul Perez Park
- Salt Lake Park
- Veterans Park
- Well Site 12
- Well Site 14
- Well Site 15
- Well Site 16
- Well Site 17
- Bear Ave Well

Motorola will begin implementing new city building/sites per the agreed upon schedule and each site will go through a construction, testing, and commissioning phase. Cabling will be installed first, followed by cameras, and termination to the network. As each component of the system is brought online, it will be connected to its respective server. Once the site is tested and approved, the operating staff will be trained accordingly. Documentation will be updated to reflect the final configuration of the cameras, access control, panic alarms, and related components. MSI will train the city employees based on their roles and responsibilities.

CAT-6 cabling will be pulled from each camera back to related MDF/IDF telecom closets and terminate cameras to city network switches. If the city requires additional switch capacity, an approved Cisco switch will be provided and installed at an additional cost to the City.

Motorola will implement wireless point-to-point and point-multi-point IP radios where data networking is unavailable.

Avigilon Unity 8 is Avigilon's latest and most advanced version of ACC™ video management software. Designed to bring the right information to you so that you can take action. Unity 8 provides an easy-to-use, AI-enabled user interface to help ensure critical events do not go unnoticed. Avigilon's Next Generation Analytics delivers improved accuracy in both perimeter protection and in crowded, indoor environments:

- AI Powered Notifications and Events.
- Expanded Object Classification.
- Appearance Search and Unusual Motion and Activity Detection.
- Advanced Pattern-based Analytics.
- Teach-by-example Technology Powerful Forensics Actionable Data.
- Focus of Attention.

Avigilon's Fifth-generation Network Video Recorders (NVRs) offer our highest capacity, retention and throughput to provide secure, reliable and scalable platforms for high-performance security solutions. Reliable storage with RAID-configured redundancy offers a highly available and resilient system that protects your data. Our PRM (premium) and STD (standard) models include reliable hard drives with RAID 6 or 60 redundancy. Operating systems on a redundant array of Solid-State Drives designed for greater reliability and speed.

The operators of the Unity 8 Video system will have ability to:

- View live video.
- View recorded video.
- Perform an appearance search of classified objects (people or vehicles).
- Perform an facial recognition search (on selected cameras only).
- Share video easily with other users.
- View the health of the system (hard drive status, camera status, remaining memory of server, etc.).

3.7.2.2 Avigilon Cameras and Sensors

H5A Camera Line - presented in dome and bullet form factors, and featuring our next-generation video analytics technology to help focus your attention on potentially critical events, providing a smarter and more powerful video security solution from the moment it is deployed.

H5 Fisheye Camera Line - delivers a complete, high-resolution, 360-degree panoramic view with no blind spots.

H5 Multisensor Camera Line - combines Avigilon self-learning video analytics with exceptional coverage, featuring three or four individually adjustable camera sensors that can be positioned to monitor virtually any area. The Multisensor only requires one camera channel license, delivering more actionable data with increased ROI.

H5A PTZ Camera - brings wide area coverage and long range detail with up to 36x zoom for superior situational awareness. Provides high-quality, evidentiary images and 360° views for you to monitor critical infrastructure.

Video Retention - Avigilon's HD Video Infrastructure delivers secure, reliable, and scalable storage for video recorded from connected cameras. Video storage will be provided by the proposed hardware utilizing the Avigilon HD Video Infrastructure line. The video infrastructure units will provide sufficient onboard storage to deliver ~30-days of recorded video each (PD retention time is 365 days). *Multiple factors may affect actual video quality and retention time. Storage calculations for each site are based upon known information at time of walkthrough, and are subject to and dependent on scene activity and retention policies.

Warranty & Extended Warranties - Avigilon offers the most comprehensive warranties in the industry. Warranties listed below are provided as part of this proposal. See Avigilon Limited Warranty & Product Policies for complete details, exceptions and exclusions. Avigilon Video Infrastructure - All NVR's are backed by lifetime 24/7 Avigilon telephone technical support. NVR5X series NVR's include a manufacturer's five (5) year limited warranty with Next Business Day Dell-on-Site Response.

3.7.2.3 Unity 8 - Access Control

Motorola will provide a turn-key access control solution and will setup, program, pull cable, and commission the servers, install door hardware, provide locksmithing and readers for the city and train the city staff on using the ACM software.

Through collaboration with the City, and Motorola, it has been determined that a turnkey access control system will be provided at the following locations:

- Huntington Park City Hall
- Huntington Park Police Department
- Huntington Park Court House
- Huntington Park Public Works
- Frank Park Community Center
- Raul Perez Park
- Salt Lake Park

The Access Control Manager (ACM) Enterprise and Enterprise Plus systems are an IT-friendly Physical Access Control System (PACS) from Motorola Solutions for enterprise-class installations. It's a

complete access solution that is designed to keep your focus on securing your people, property and assets, and maximizing your time by helping you respond immediately to alerts wherever you are. The ACM™ system is a browser-based solution that can integrate with existing IT/HR systems, minimizing the need for duplicate data entry. It comes with a full set of standard features that not only offer an intuitive and easy-to-use user interface, but will reliably safeguard your information.

Mifare Desfire EV3 encrypted credential cards are recommended for this project - which represent the latest in access card security. ACM Controllers will be installed at specified city properties which will communicate back to the Police Department MDF ACM Server. We recommend the Avigilon AC-MER-CONT-LP1502 controller board with AC-MER-CON-MR52-S3B reader interface modules for controller systems. Avigilon/Life safety power supply enclosures will be used for power. Motorola will provide a turn-key solution which includes setup, programming, ACS cable where necessary, the ACM Server, Signo-40 & Signo-20 readers, and door lock hardware and door lock power where applicable*.

The access control will allow the city to control who enters each facility. A visitor who wished to enter the Staff only (or non-public access areas) areas of the facility will need a card credential. This credential will be presented to a card reader - the card reader will the encrypted information from the card and either allow or deny access into the area. A record of this transaction is kept on the ACM server. An operator of the ACM system has the ability to review entry reports as well as add users, remove users, initial holiday door schedules, and view the health of the system in its entirety.

The ACM system will be integrated into the Unity 8 Video system for the purpose of viewing and confirming the card users identity, and investigate (through video confirmation) that the user of the card credential is in fact the appropriate user (holder) of the card credential.

3.7.2.4 Video System Maps and Device Layout

Below are the maps and device layouts of all locations where Unity 8 Video System is provided. A detailed list of all included devices is provided in Appendix B Huntington Park VMS Device List.

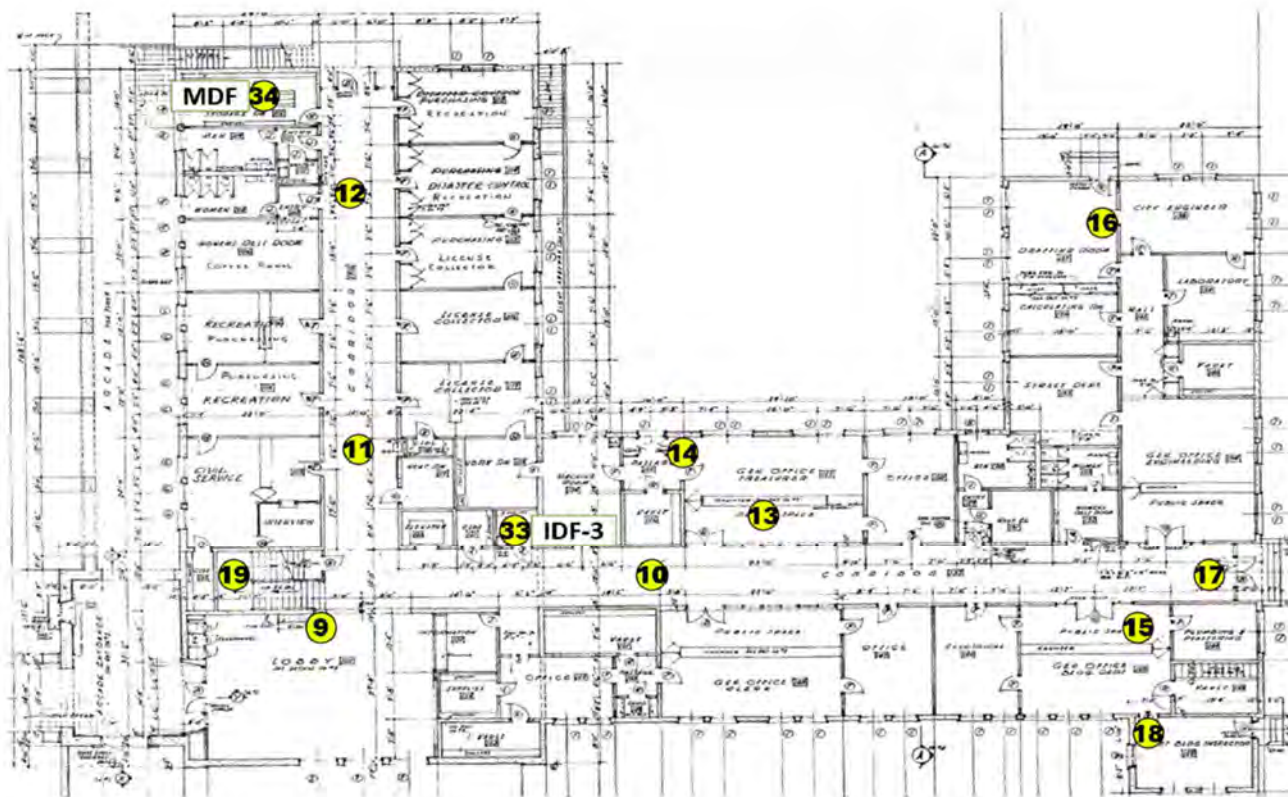


Figure 3-26: City Hall and Courthouse - Floor 1



Figure 3-27: City Hall and Courthouse - Floor 2

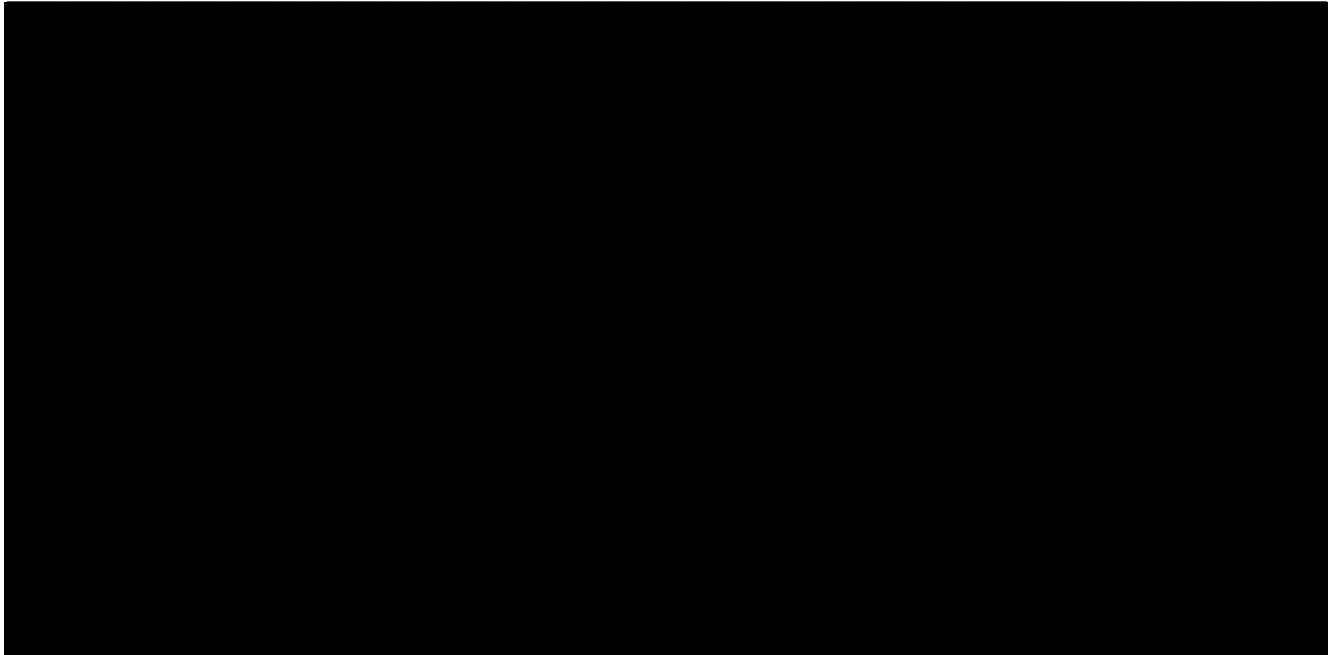


Figure 3-28: City Hall and Courthouse - Exterior

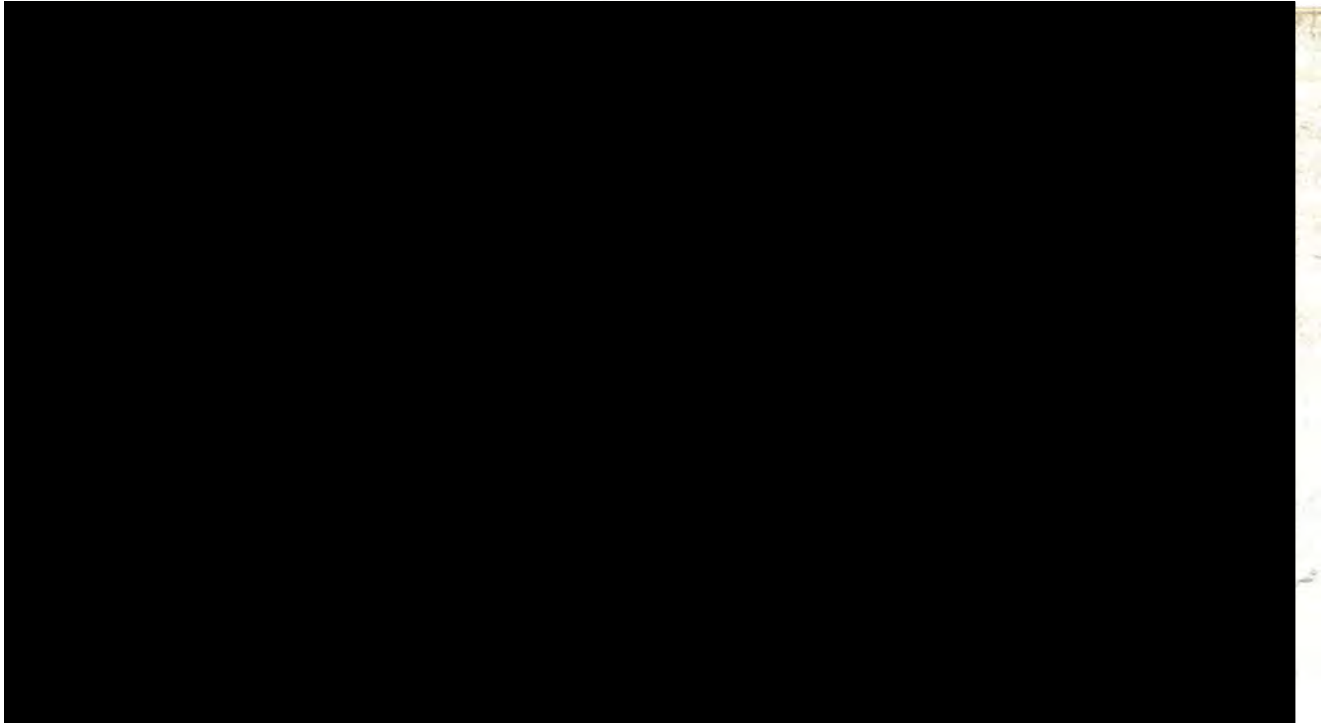


Figure 3-29: Police Department - Floor 1

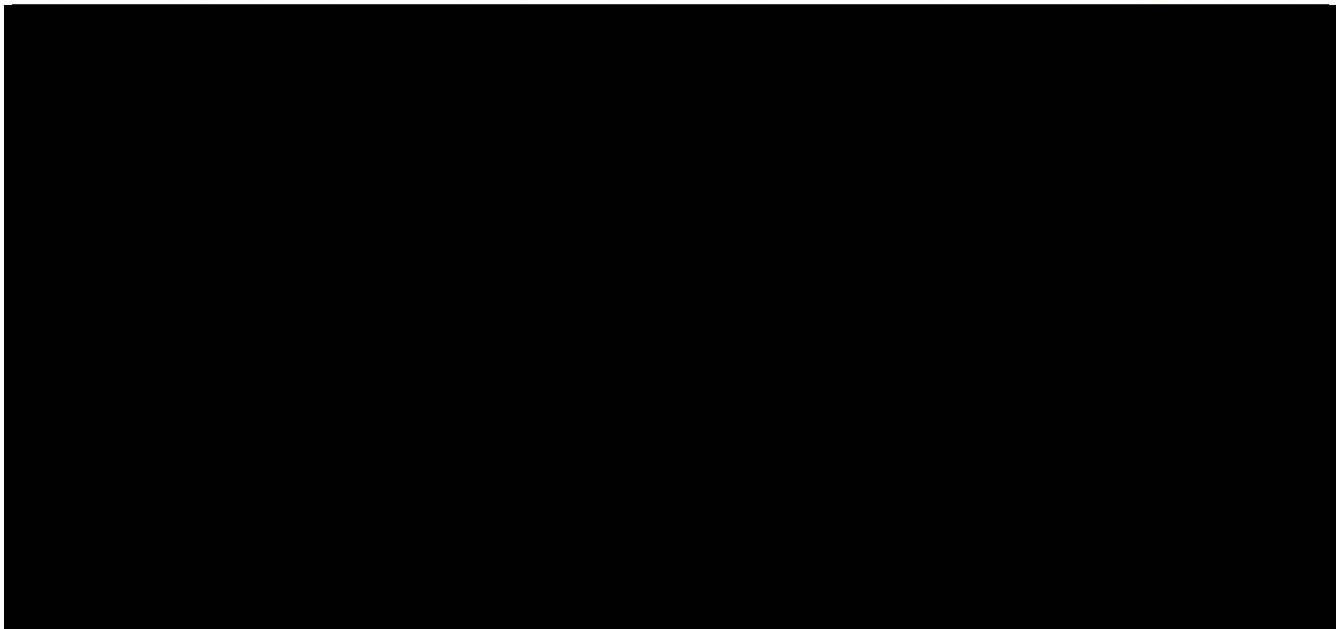


Figure 3-30: Police Department - Floor 2

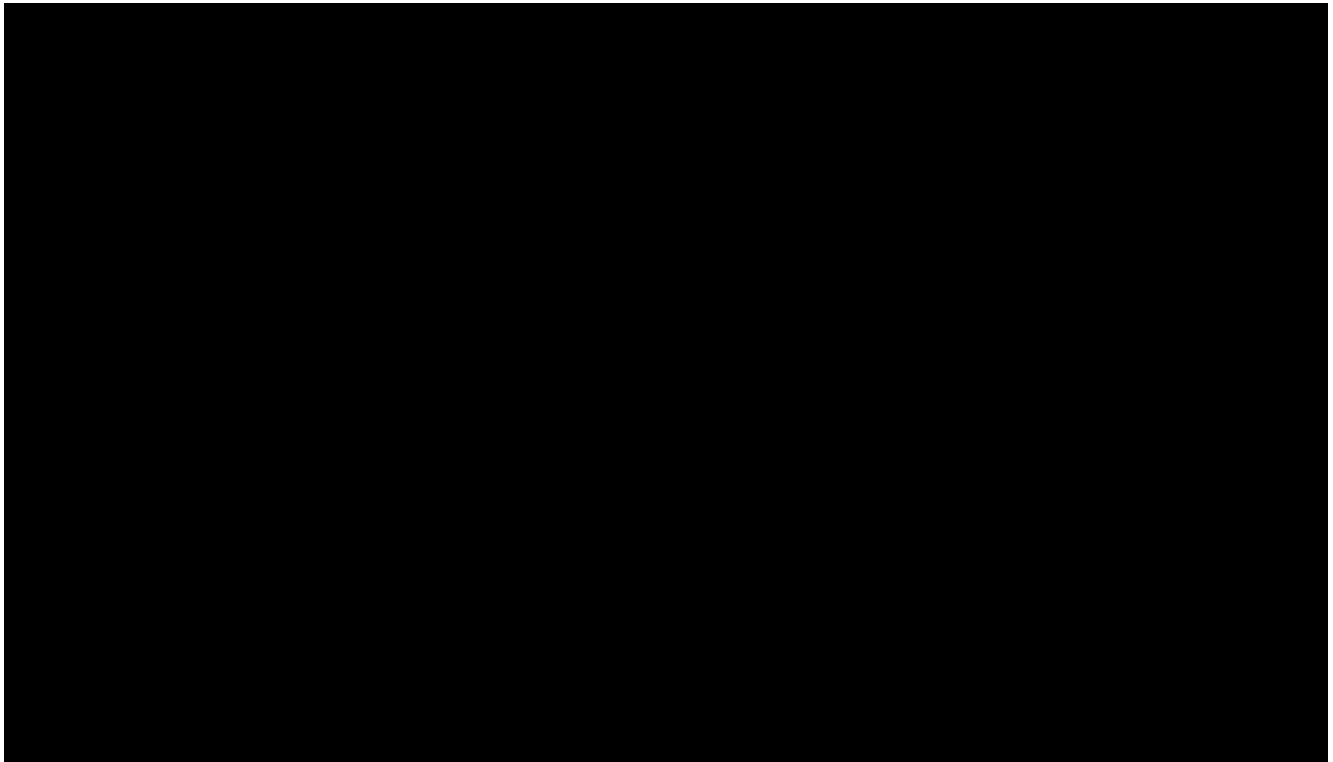


Figure 3-31: Police Department - Exterior

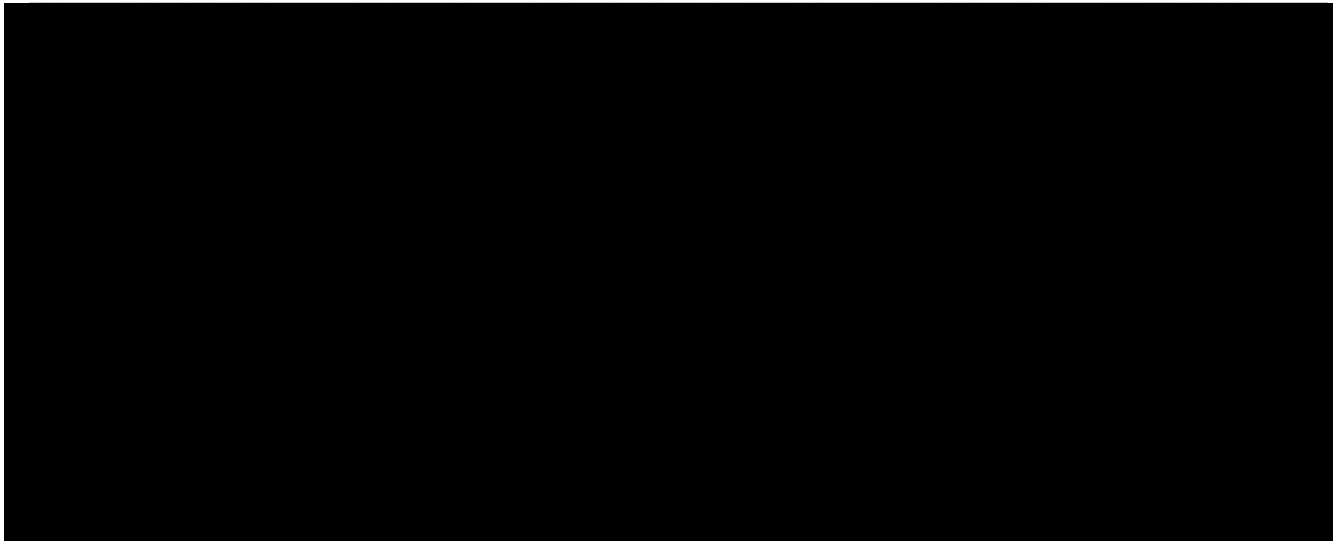


Figure 3-32: Huntington Public Works - Bld. 1 (exterior)

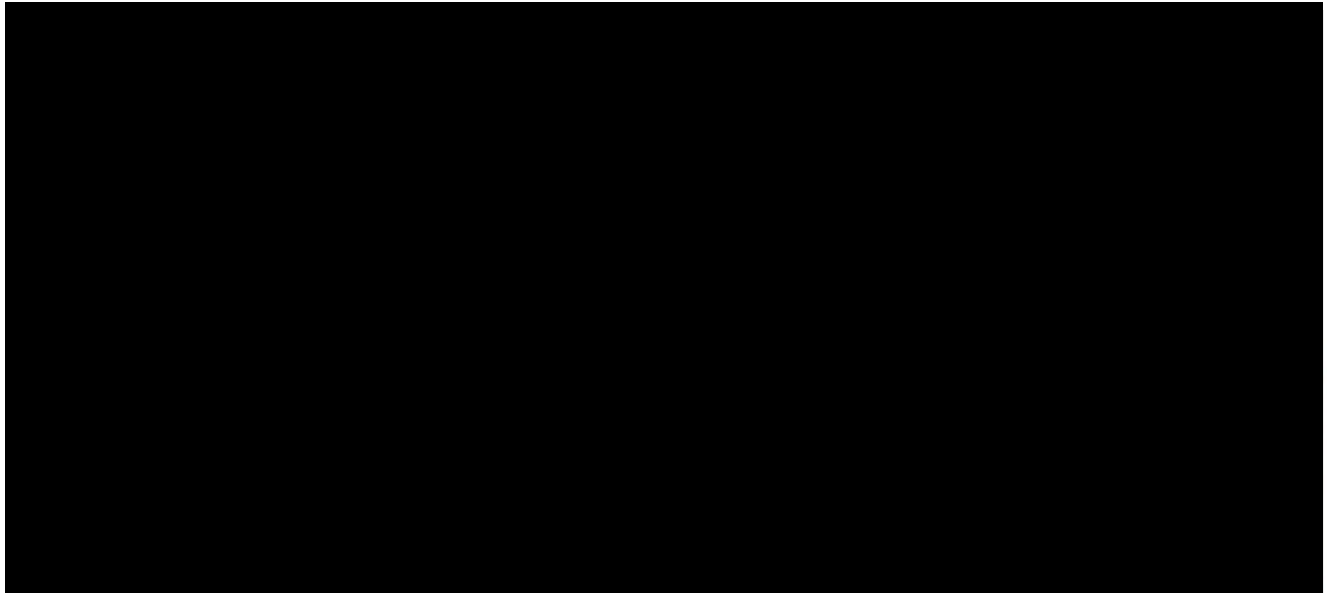


Figure 3-33: Huntington Public Works - Bld. 2 (exterior)

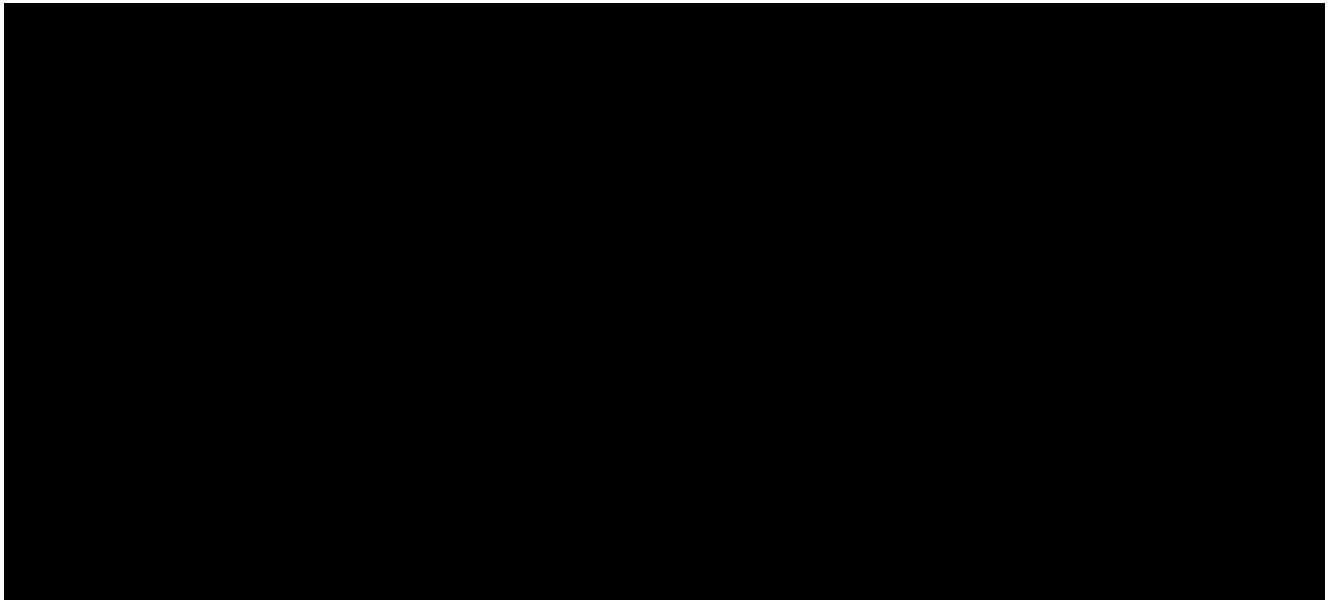


Figure 3-34: Huntington Public Works - Bld. 3 (exterior)



Figure 3-35: Huntington Public Works - Bld. 4 (exterior)

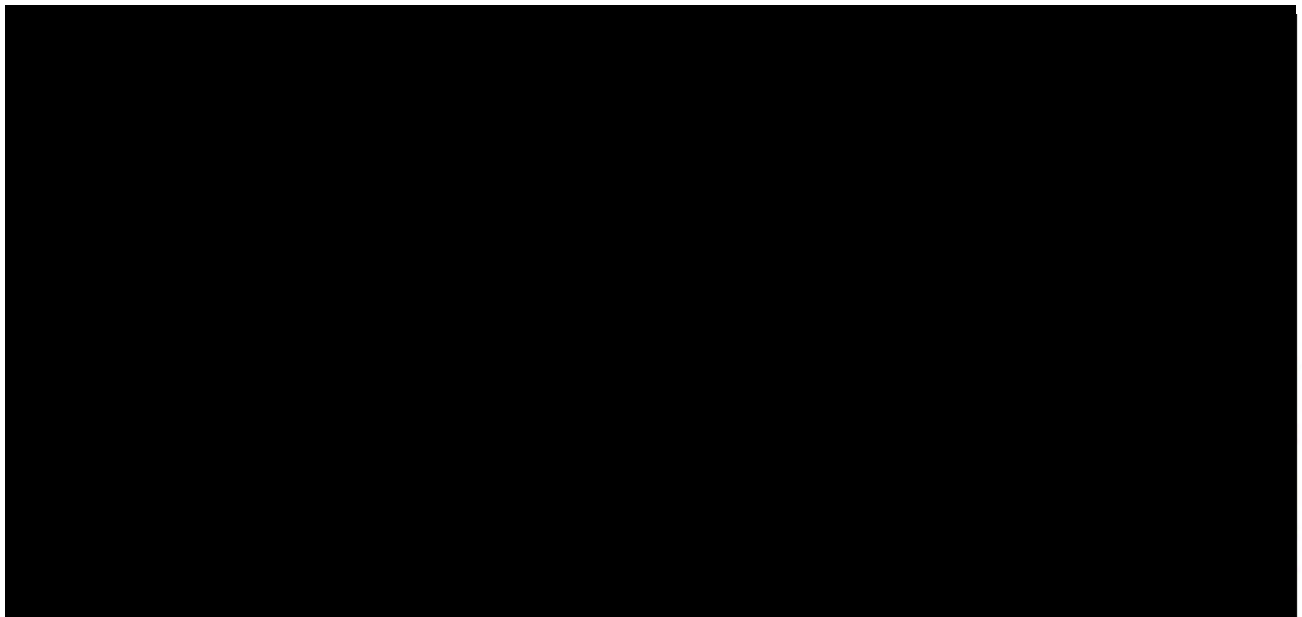


Figure 3-36: Huntington Public Works - Bld. 4 (exterior)

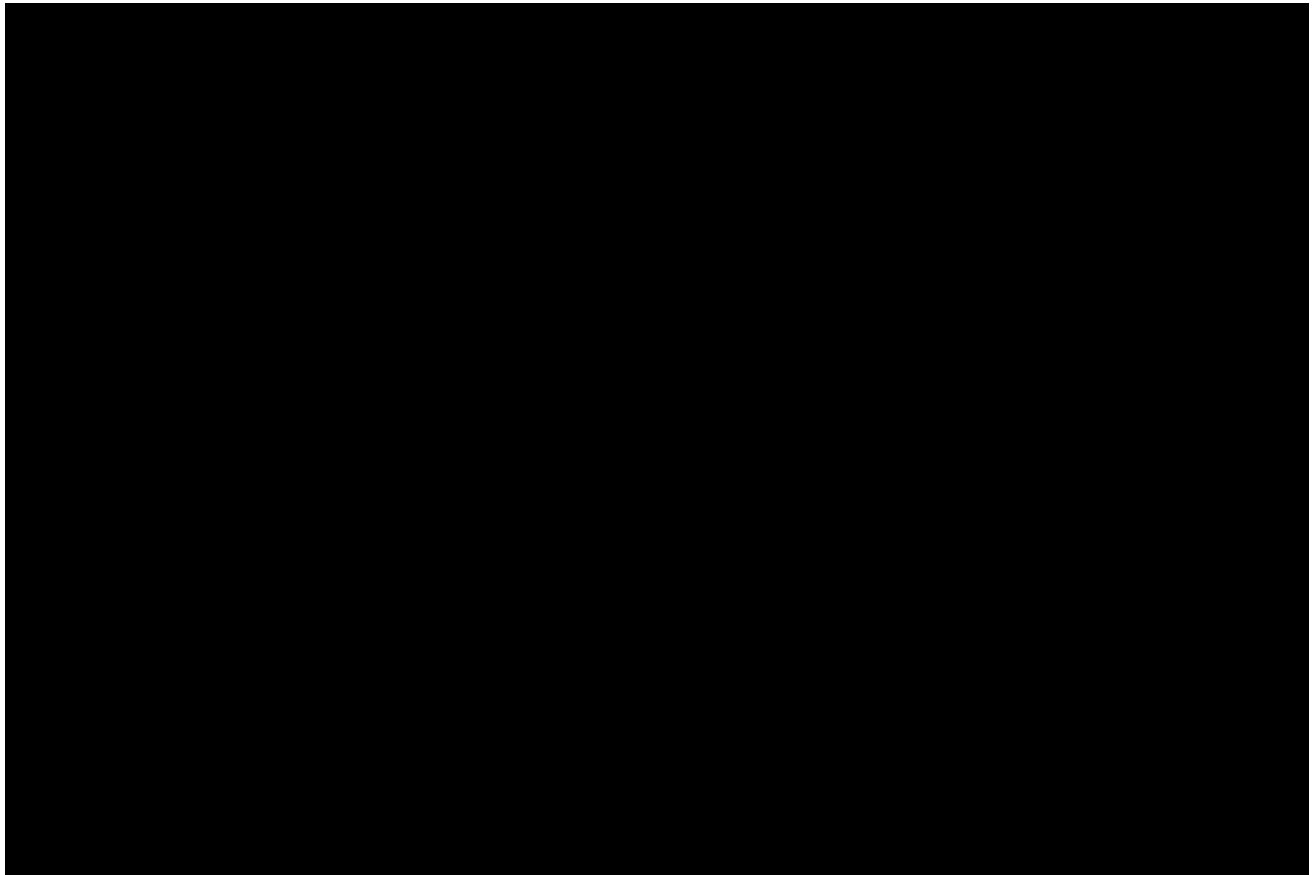


Figure 3-37: Frank Park Community Center (Interior + Exterior)

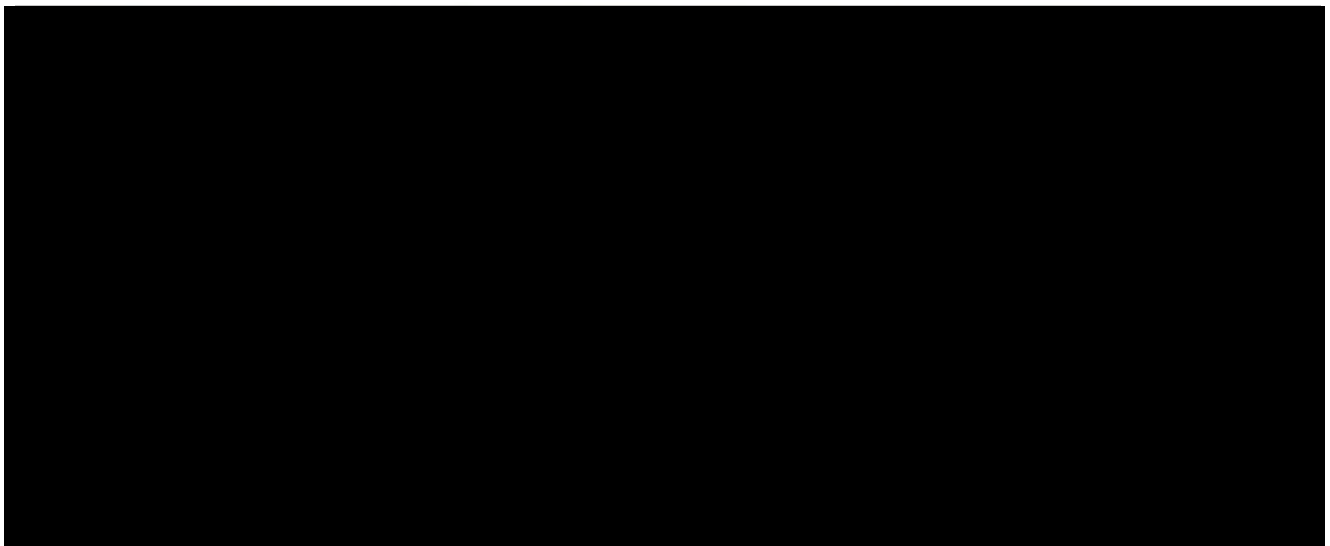


Figure 3-38: Raul Perez Park (Exterior + Interior)

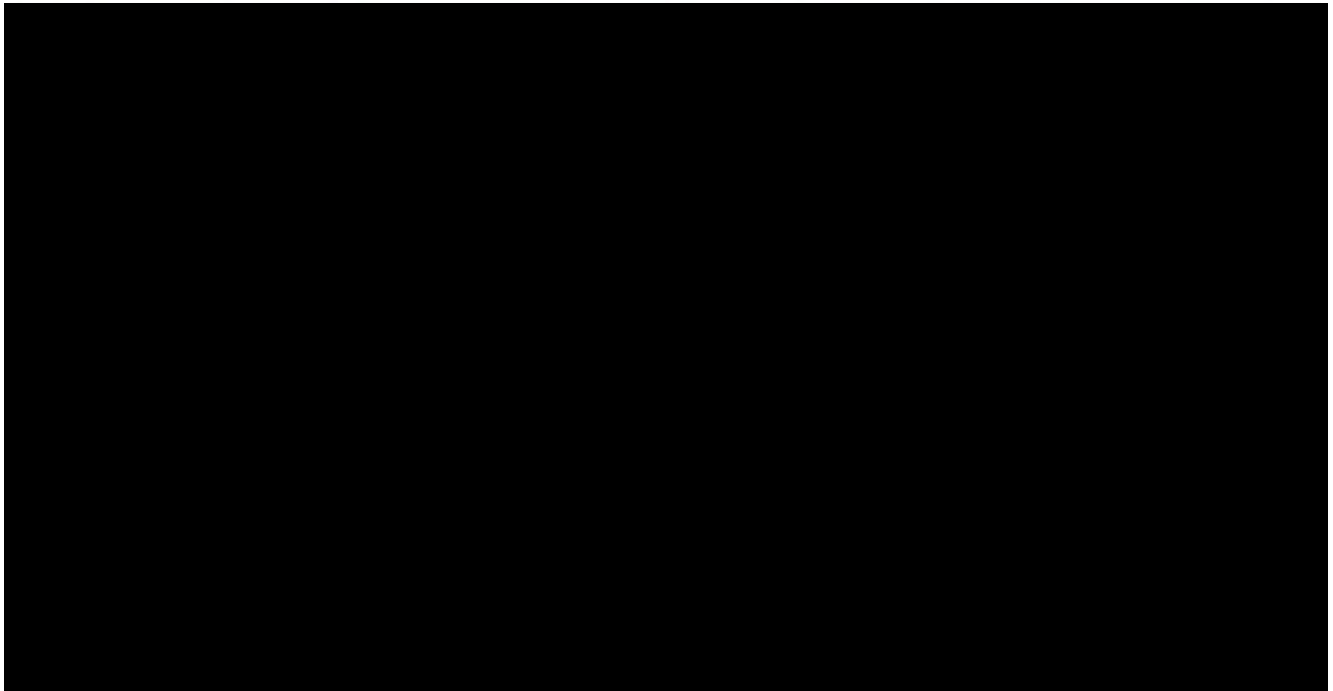


Figure 3-39: Salt Lake Park (Exterior)

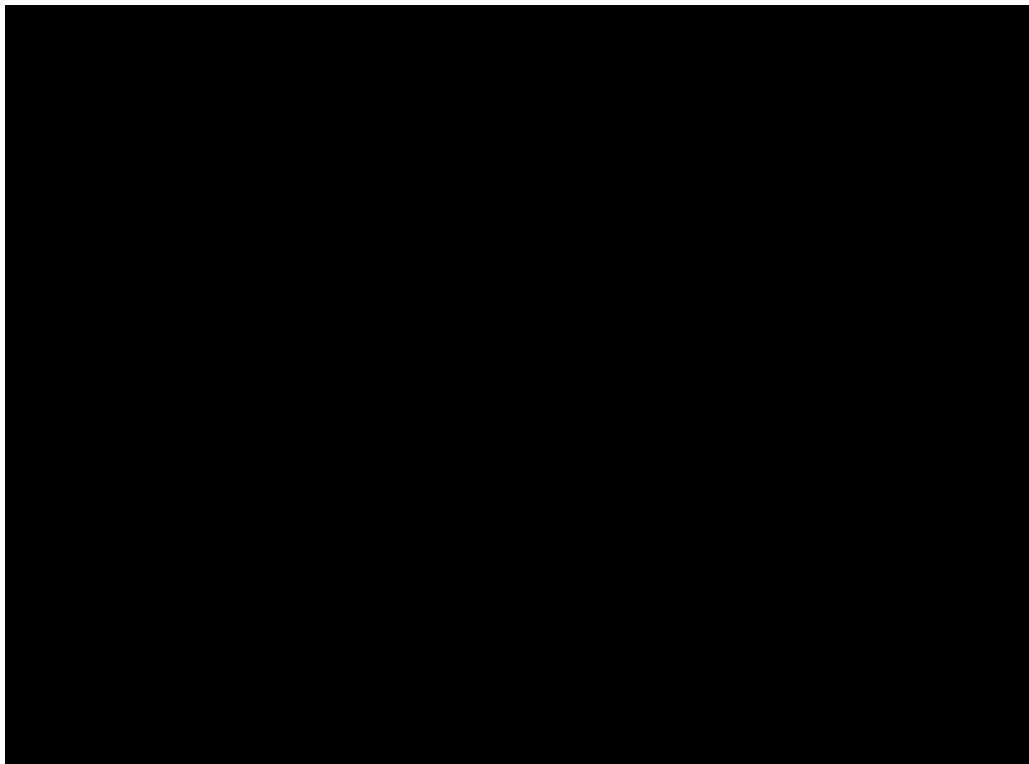


Figure 3-40: Salt Lake Park (Interior)

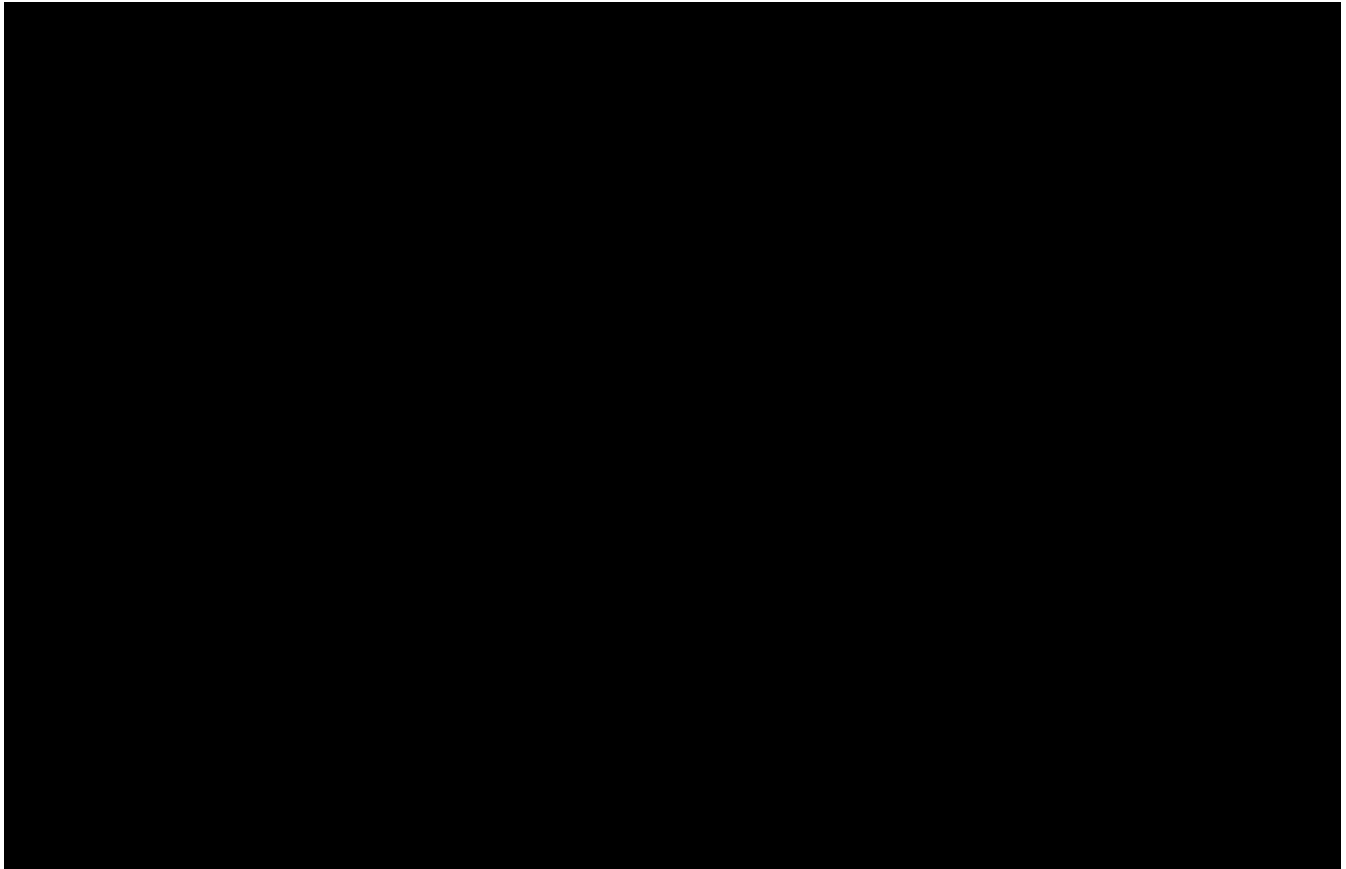


Figure 3-41: Veterans Park

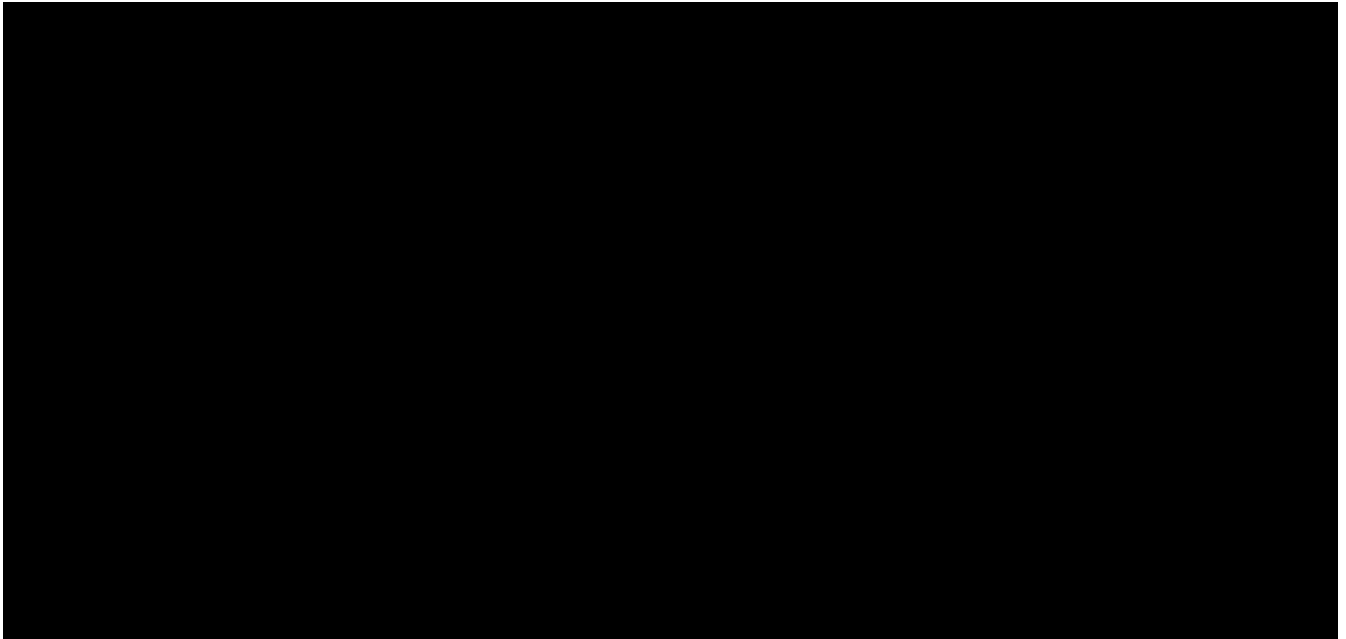


Figure 3-42: Well Site 12

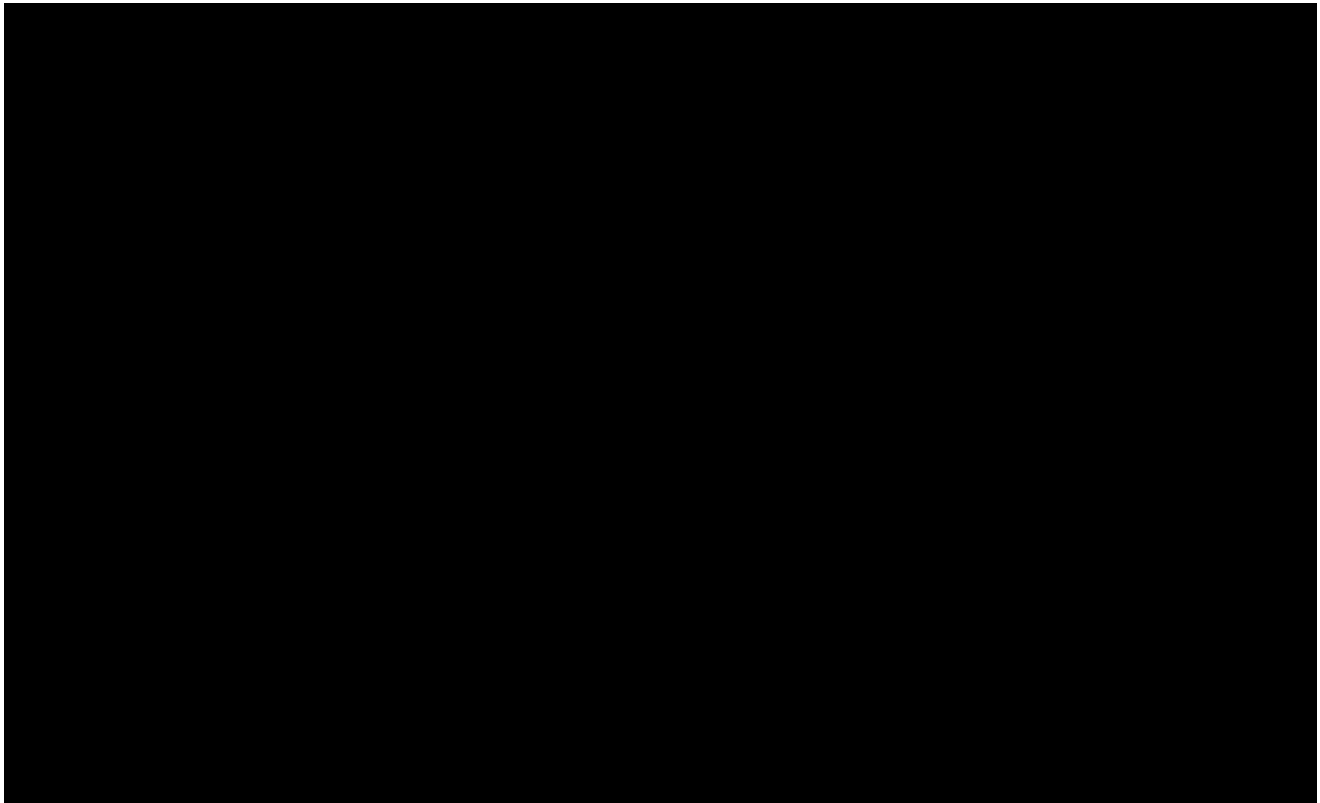


Figure 3-43: Well Site 14

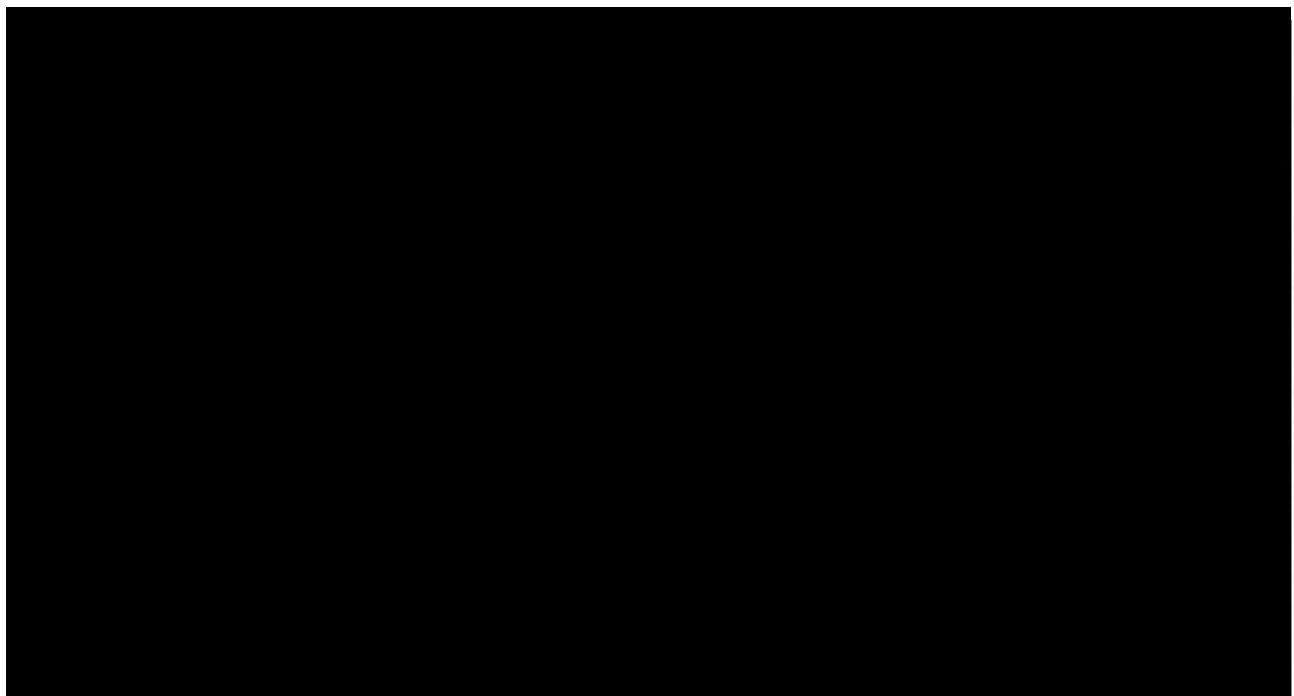


Figure 3-44: Well Site 1

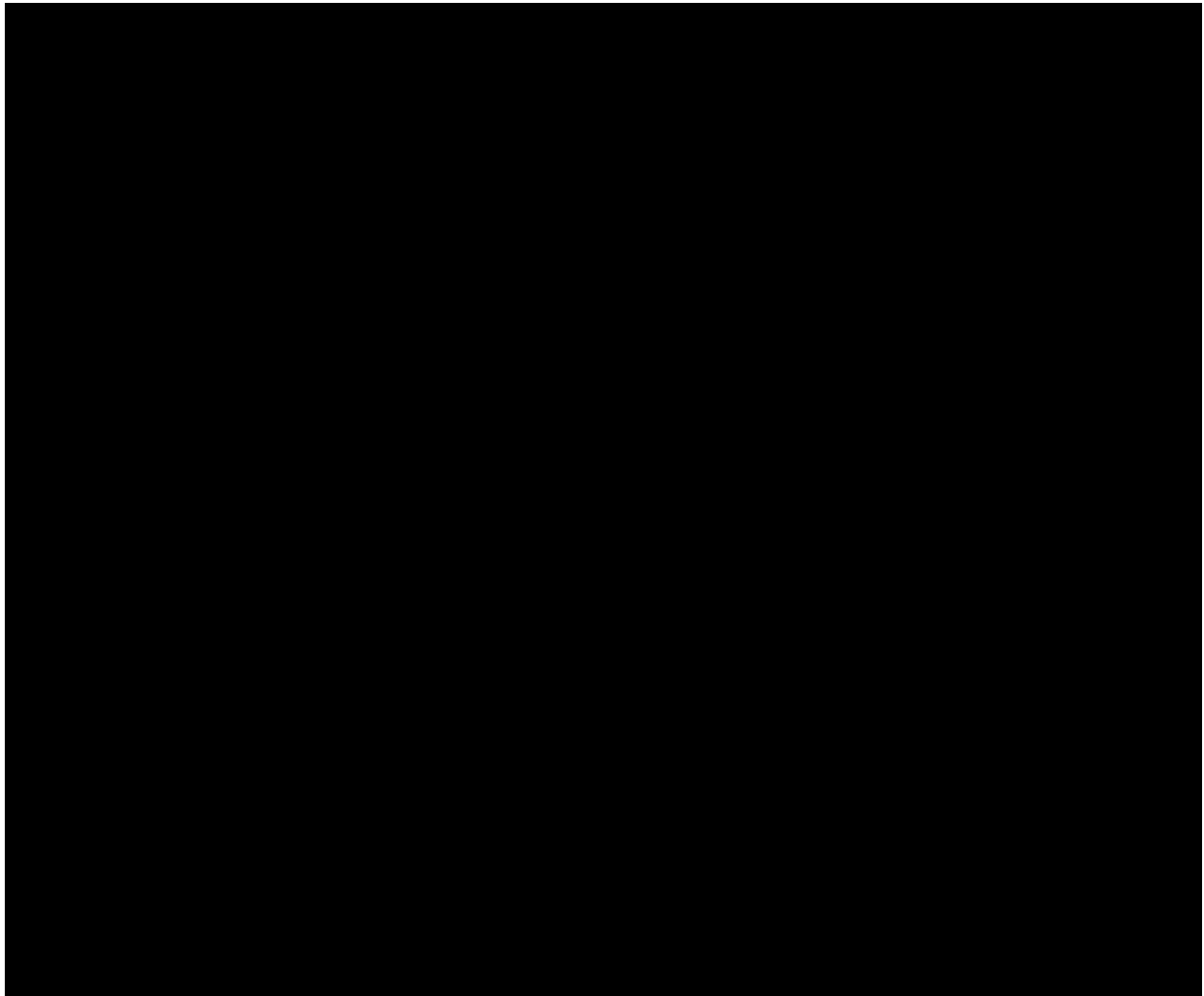


Figure 3-45: Well Site 16

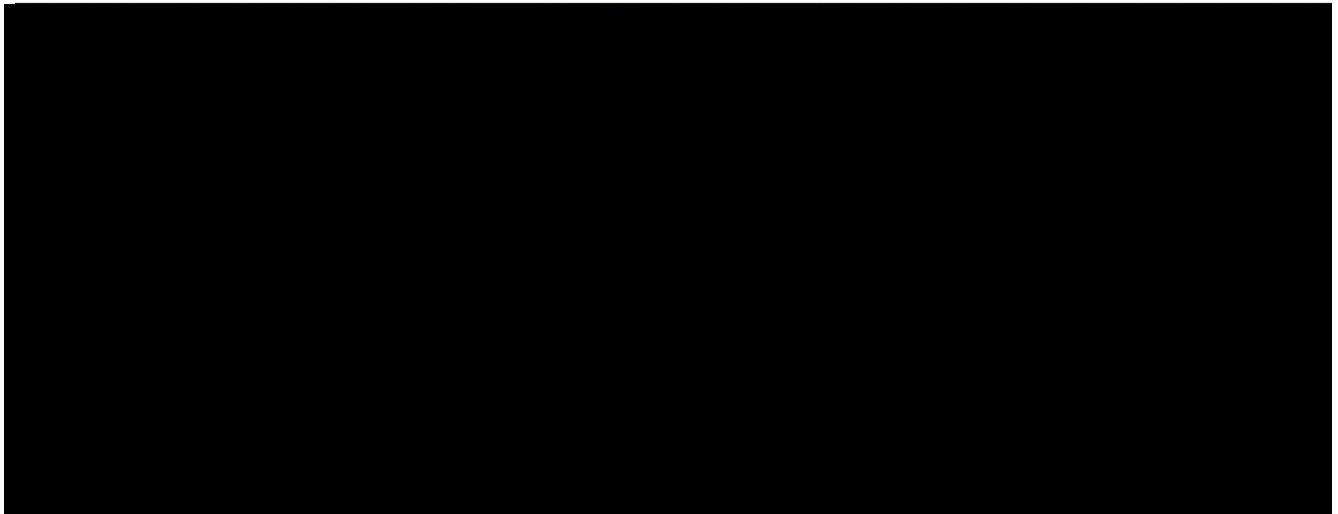


Figure 3-46: Well Site 17



Figure 3-47: Bear Ave Well

3.7.2.5 Access Control Maps and Device Layout

Below are the maps and device layouts of all locations where Unity 8 Access Control is provided. A detailed list of all included devices is provided in Appendix C Huntington Park ACS Device List.

Customer Name: City of Huntington Park
Job Address: 6550 Miles Ave, Huntington Park, CA 90255
Project Description: City Hall, ACS Project
Prepared by: Orlando Mendez
Date: 5/23/2024

ACS, First Floor Interior Locations

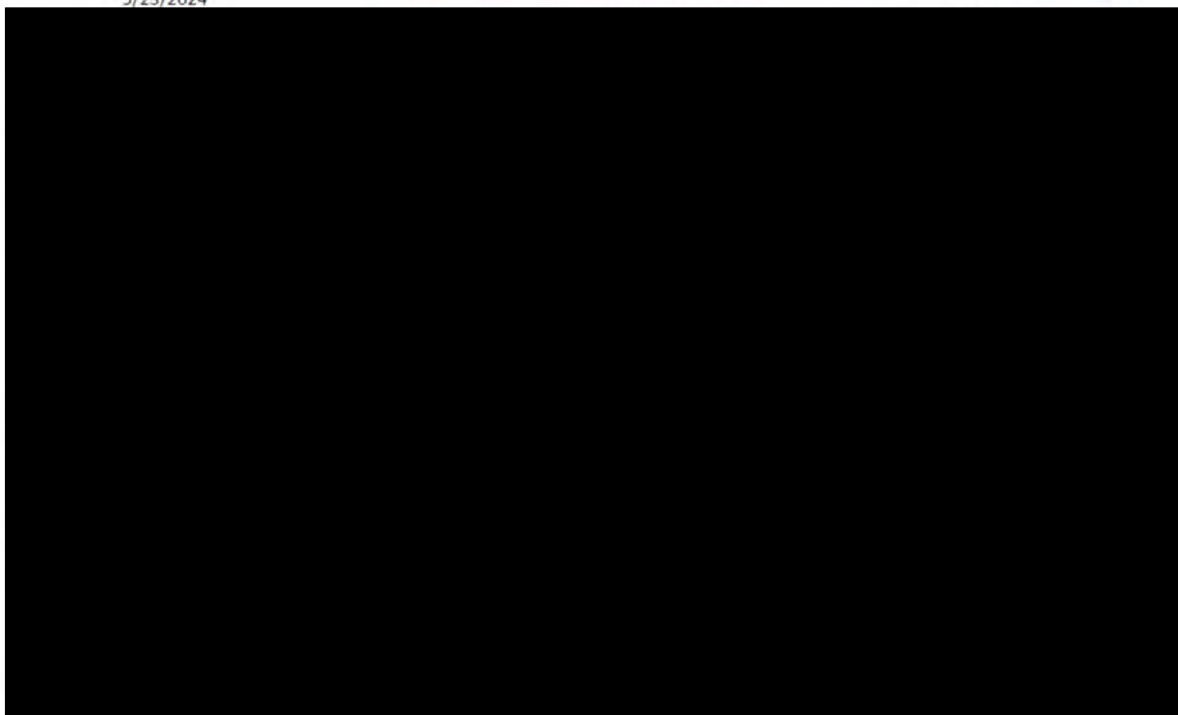


Figure 3-48: City Hall ACS DL DS

Customer Name: City of Huntington Park
Job Address: 6518 Miles Ave, Huntington Park, CA 90255
Project Description: Courthouse ACS Project
Prepared by: Orlando Mendez
Date: 5/23/2024

ACS, First Floor Interior

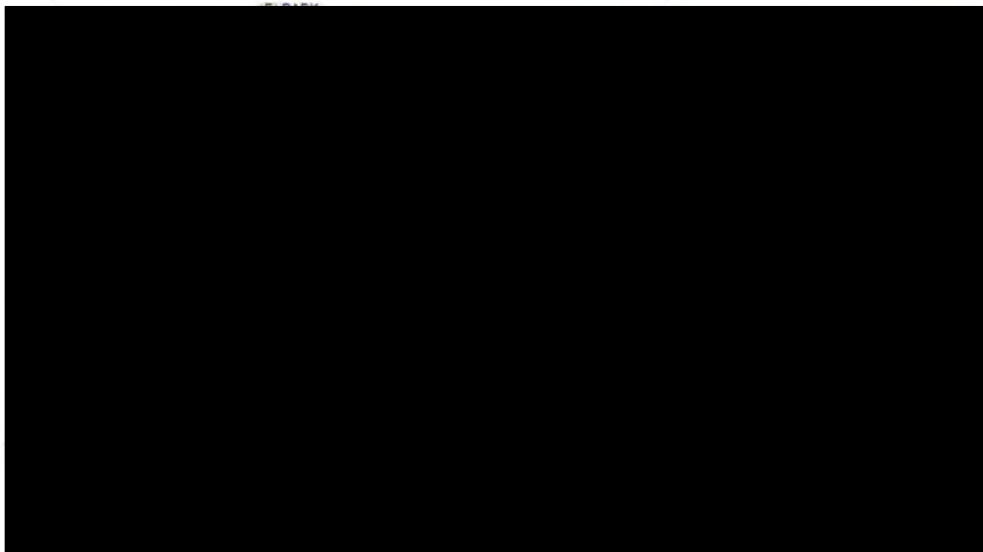


Figure 3-49: Courthouse ACS DL DS

Customer Name: City of Huntington Park
Job Address: 6542 Miles Ave., Huntington Park, CA 90255
Project Description: Police Department, ACS Project
Prepared by: Orlando Mendez
Date: 5/23/2024

ACS, Interior First Floor

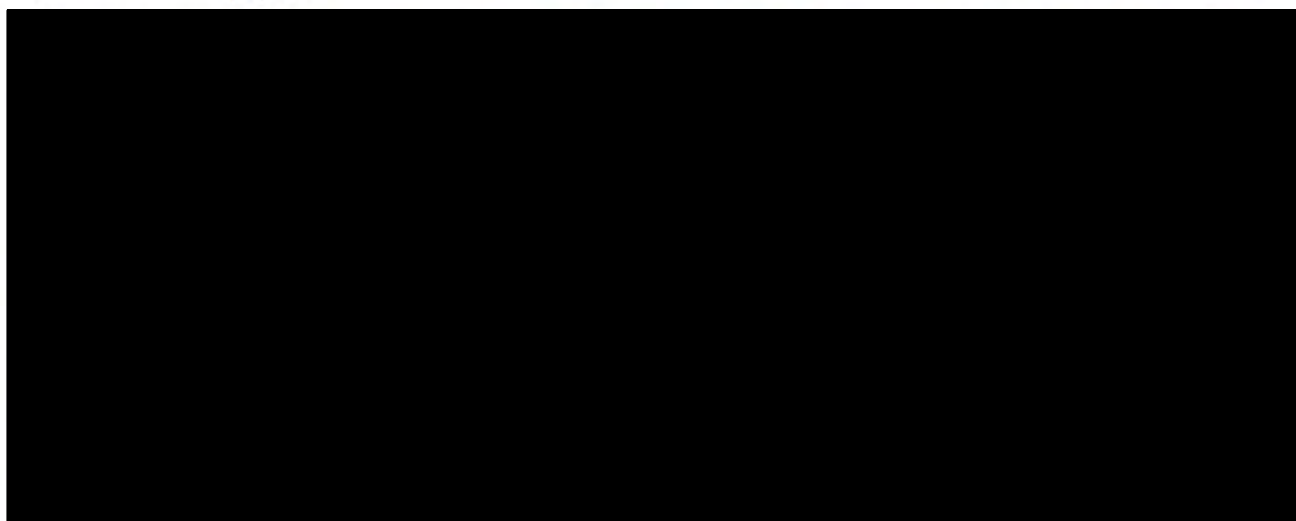


Figure 3-50: PD ACS DL DS

Customer Name: City of Huntington Park
Job Address: 6900 Bissell St, Huntington Park, CA 90255
Project Description: Public Works, ACS Project
Prepared by: Orlando Mendez
Date: 5/23/2024

ACS, Building 1

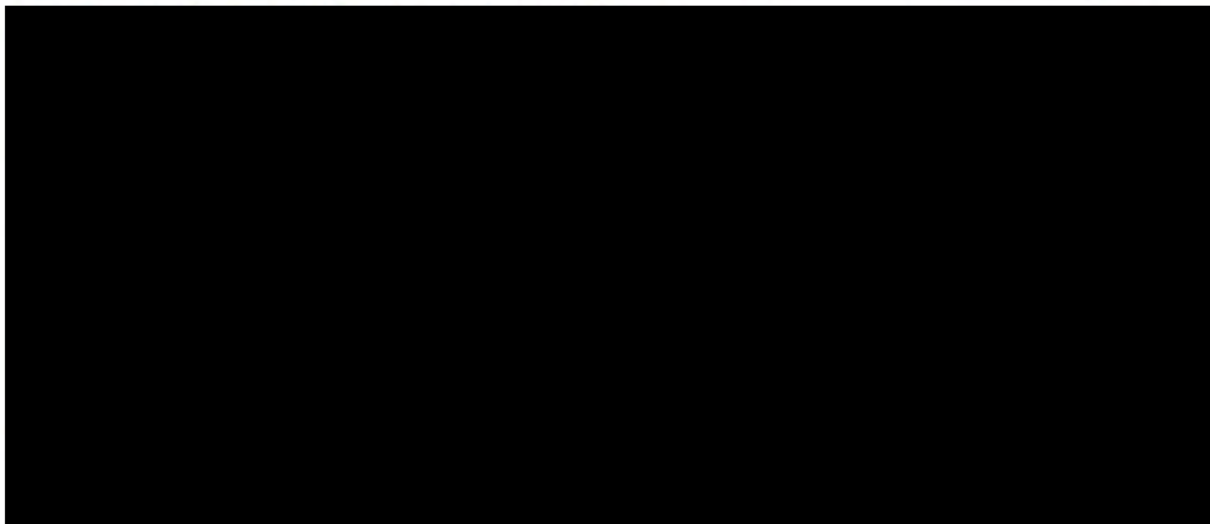


Figure 3-51: Public Works ACS DL DS

Customer Name: Huntington Park
Job Address: 6925 Salt Lake Ave, Huntington Park, CA 90255
Project Description: Community/Frank Park
Prepared by: Orlando Mendez
Date: 5/23/2024

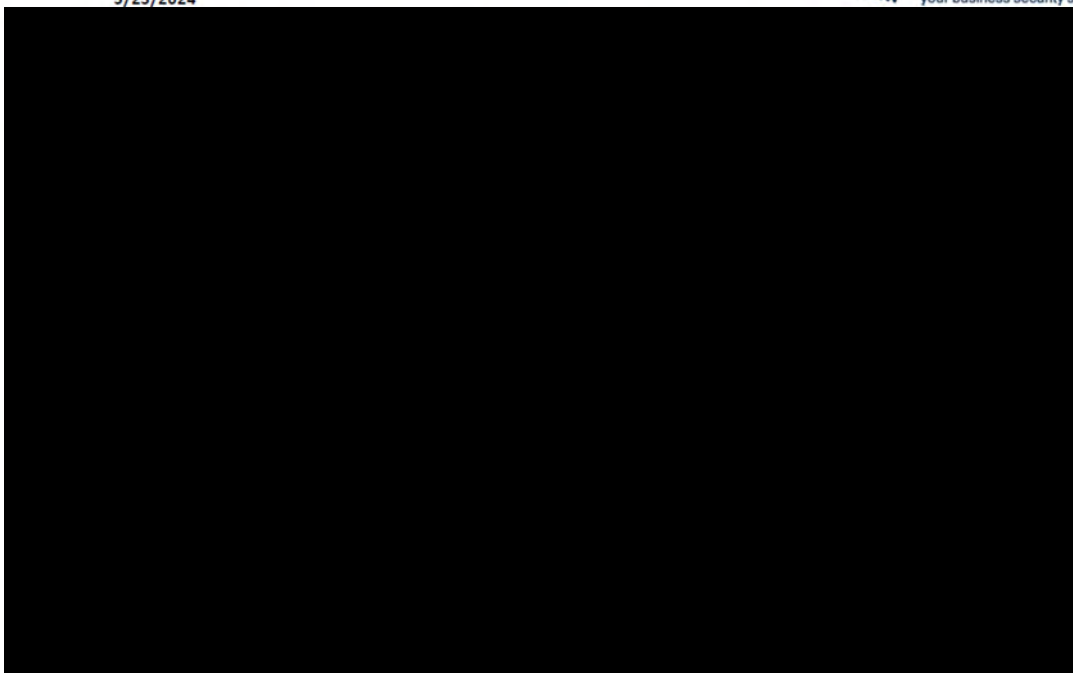


Figure 3-52: Community Center aka Frank Park ACS DL DS

Customer Name: City of Huntington Park
Job Address: 6208 Alameda St, Huntington Park, CA 90255
Project Description: Raul Perez Park
Prepared by: Orlando Mendez
Date: 5/23/2024

ACS

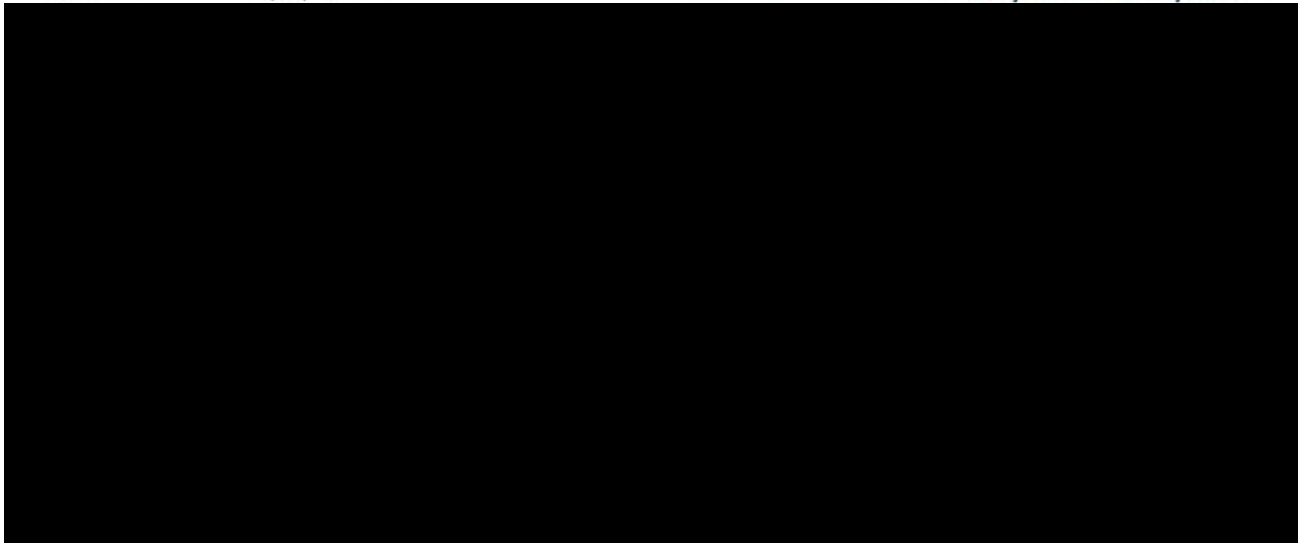


Figure 3-53: Raul Perez Park ACS DL DS

Customer Name: Huntington Park
Job Address:
Project Description: Salt Lake Park
Prepared by: Orlando Mendez
Date: 5/20/2024

Device Layout ACS

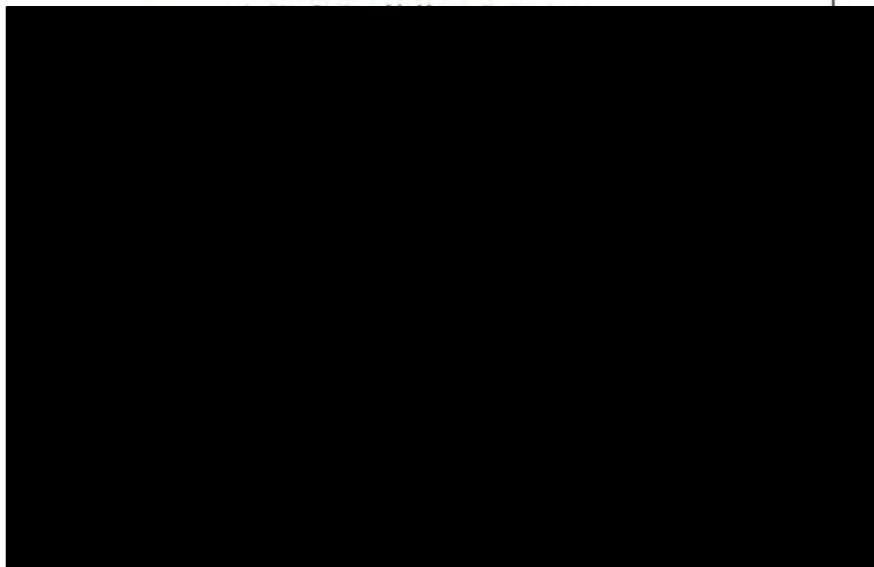


Figure 3-54: Salt Lake Park ACS DL DS

3.7.2.6 Maintenance

Video Surveillance & Access Control monthly Preventative Maintenance Details:

- 4:00 PM On-Site Visits Per Year (Four (4) visits of 4-Days with two (2) Technicians).
- Site Report will be Generated for each Visit Upon Completion within 5 Business Days.
- Dedicated MAPS 1-800 Line 24/7 Answering Service.
- Emergency 6-Hour Response Time via Telephone During Business Hours.
- Emergency 48-Hour Response During Business Hours M-F 9am-5pm On-site.
- Service Calls on-site have a four-hour minimum.
- Service Calls to be charged at a \$230.77/Hour Rate.
- Emergency Calls outside of business hours to be charged at time and half.
- This quote does not include any camera or access control material parts or costs. Parts will be charged separately per each service.
- City of Huntington Park to provide SOV with remote access to Video NVR and Access Control Server for remote service calls. Any remote service will have no minimums and will be charged at a \$230.77/Hour rate.
- Lift charges will be included for 6-days per year.
- Repair calls outside of PM visits may require additional lift charges.

3.7.2.6.1 PM Visit Task List: Video Management System & Access Control

- Check Server Health, Software Updates, Log Files, Server Hard Drive Health, Server Time, Daytime Recording, Nighttime Recording, Confirm IR Function.
- Check & Clean Dirty Cameras: Check Focus, Check Cabling for Wear, Clean Dirty Domes, Check Camera Firmware & Update, Recording Retention, Camera Views & Focus, System Backups.
- Log-in and Check Switches, Check IP Radios, Check Fiber, Review All Port Information Labeling, Review Cabling and Wire Management, Exceptions.
- Fill in Preventative maintenance Report for Site.

3.7.2.7 Specifications / Datasheets

Motorola Solutions has provided key literature in Section 7.

3.8 CommandCentral Aware

3.8.1 Overview

To integrate and provide a unified platform for the City to consolidate all the new data collection systems described above and existing data system that the City owns, and have a unified interface to view them all, Motorola proposes CommandCentral Aware Suite.

Motorola's CommandCentral Aware solution for City combines disparate systems and data into an accessible, "single pane of glass" user interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

Users that can benefit from accessing CommandCentral Aware include but are not limited to Dispatchers, PSAP Supervisors, Real Time Crime Analysts as well as Investigators.

The agency can increase the value of current investments by connecting CommandCentral Aware to other software platforms. These integrations can include Computer Aided Dispatch (CAD) systems, Call Handling, Land Mobile Radio (LMR), and/ or Video Management Systems (VMS). Users can communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

3.8.1.1 Designated Entities

The entities participating in the CommandCentral Aware solution are:

- City of Huntington Park Police Department.

3.8.1.2 Application Software and System Components

The CommandCentral Aware solution includes the following elements:

- CommandCentral Aware Plus with up to twenty (20) Named User Licenses and 5 year subscription.
- Spillman Flex CAD Integration for incident and/ or unit location Automatic Vehicle Location (AVL).
- PremierOne CAD Integration for incident and/ or unit location Automatic Vehicle Location (AVL).
- VESTA Call Handling Integration for 911 Call Data.
- ASTRO Radio/ APX NMEXT Location and Presence (IMW) Integration.
- Rave Panic Alert Integration.
- Avigilon Control Center (ACC) Integration.

3.8.2 The CommandCentral Platform

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to

better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



Figure 3-55: The CommandCentral End-to-End Platform

3.8.3 CommandCentral Aware Features

CommandCentral Aware provides location and alert capabilities to improve public safety response, described in the sections below.

Mapping

CommandCentral Aware features a unified interface to display locations and alerts. Users can view all location-based data on the map display to enhance decision making. CommandCentral Aware Mapping features also include the following:

- Event Monitors – View CAD incidents, open-source data alerts, and sensors on a map. This map can consist of Esri online, Esri server, or static map layers. This map can be modified with other data layers.
- Data Layer Panel – Show or hide data layers to refine the map view.
- Event Information Display – View details associated with each icon on the map.
- Historical Map – View a 90-day lookback of CAD incidents, service requests, or emergencies. An export tool extracts the recreated timeline to KML format to view in Google Earth or ESRI ArcGIS Pro. Aware's Historical Map view enables users to interact with video assets that were available during the selected, historical time-frame. If the camera (and its relative VMS) has the ability to play recorded footage, the recorded footage of the selected time frame can be played in Aware's Video Module directly from the Historical Map.

Geographic Information System (GIS) Data Set

CommandCentral Aware integrates with hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the intelligent map display. This enhances workflow details driven by geography and the metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries, including nearby items and geographic boundaries. This geospatial processing enables intelligence-driven analysis in order to focus on the concentrated area of concern and orientate those responding.

Data sets help users to:

- Refine displayed data based on the geographic area defined per user. Data includes area, beat, sector, precinct, zone, or quadrant.
- Find nearby entities by predefined distance. Parameters include closest camera while in route, closest cameras to an event - CAD, gunshot detection, alert.
- Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

Weather Integration

CommandCentral Aware includes integration with Weather services. This integration provides customized weather-driven services. Services include site-specific forecasts, severe-weather warnings, historical data, and custom analytics. Weather services also provides the following data:

- Location key for the desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

Rules Engine

The Command Central Aware rules engine allows users to create rule-sets to trigger actions based on event types. For example, users can highlight rows in the Event Monitor and customize sound alerts for critical incidents. These visual and audio triggers reduce the number of steps needed to support an incident.

Floor Plan Integration

CommandCentral Aware allows the ability to view building floor plans in the Map Module enabling users to see detailed building levels, switch between floors, and look for specific rooms or cameras on each floor. Clicking the map opens a floor plan widget at the bottom of the window where users can change the view between floors in a building. The Indoor Cameras Tool allows users to place cameras on the building floor it is located on, providing more granularity in locations where cameras are installed on multiple floors. Floor plan files must be in AutoCAD DXF format to be supported by CommandCentral Aware. There are twenty five (25) floors included with CommandCentral Aware. Each additional floor will incur an additional cost.

3.8.4 CommandCentral Aware Integrations

CommandCentral Aware can integrate with various tools and solutions, described in the sections below.

Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with CAD systems to provide CAD status and event monitor capabilities. The CAD status monitor allows users to see a listing of incidents (event type, location incidents, narrative, priority, status, geographic area, and location of devices or units). The application consumes event-driven data from multiple CAD systems, allowing for real time assessment with other relevant data published to the platform, such as officer location, alarms, alerts, tips, tactical information, voice, and video. This proposal includes Flex and P1 integrations as required by the City of Huntington Park.

VESTA 911 Call Handling Integration

CommandCentral Aware integrates VESTA 911 call data. The CommandCentral Aware application displays key caller events, such as 911 ringing, connects, and disconnects, alongside location updates to monitor the status of wireless callers. This provides essential information to assist personnel responding to an incident. In addition, a view of a call-based heat map helps PSAP resources understand where the volume of calls is coming from and improve the decision making process.

- Authenticates 9-1-1 calls for Hybrid Enhanced Location information.
- Maps Text-to-9-1-1 calls.
- Displays links to building footprints and Automated External Defibrillator (AED) locations.
- Presents user-supplied profiles in the same interface with mapping and display of landline, VoIP, and wireless 9-1-1 calls.

APX NEXT SmartLocate Integration

The APX NEXT SmartLocate feature provides dispatchers with accurate location data over a broadband network. This location data, combined with CommandCentral Aware functionality, enables better tracking of field personnel and improved situational awareness. SmartLocate quickly sends GPS coordinate updates and location information from the field to dispatchers, providing a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and allocate resources in the most efficient way possible. Broadband connectivity increases the frequency of location reporting beyond the capability of an LMR system. This improves location accuracy and enables more users to be tracked. The CommandCentral Aware tool set features many location triggers, including time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

3.8.4.1 Motorola 911 Mapping Integration

CommandCentral Aware integrates with Motorola Solutions CAD and 911 call data. The CommandCentral Aware application shows key caller events, such as 911 ringing, connects, and disconnects, alongside location updates to monitor the status of wireless callers. This provides essential information to assist personnel responding to an incident. In addition, a view of a call-based heat map helps PSAP resources understand where the volume of calls is coming from and improve the decision making process.

- Authenticates 9-1-1 calls for Hybrid Enhanced Location information.
- Maps Text-to-9-1-1 calls.
- Displays links to building footprints and Automated External Defibrillator (AED) locations.
- Presents user-supplied profiles in the same interface with mapping and display of landline, VoIP, and wireless 9-1-1 calls.

3.8.4.2 AccuWeather Integration

CommandCentral Aware includes integration with AccuWeather. This integration provides customized weather-driven services. Services include site-specific forecasts, severe-weather warnings, historical data, and custom analytics. AccuWeather also provides the following data:

- Location key for your desired location.
- Forecast information for a specific location.

- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.

3.8.4.3 Rave Panic Button Integration

Rave Panic Button, a Communication and Response Program, provides a mobile panic button that places a voice call to 9-1-1 while immediately sending a notification to key stakeholders of the location type of incident. Rave Panic Button delivers critical response data to 9-1-1 and first responders, giving them tools for a faster, more coordinated response. Additionally, the Communication and Response Program provides capabilities through the platform that allow for non-emergency communication and status checks. This program is available for iOS as well as Android devices.

CommandCentral Aware integrates with Rave Panic Button. When a panic alert is initiated in Rave, the alert will be mapped in CommandCentral Aware and populated into the event monitor. Users can access critical details submitted by the user, including incident type and multimedia attachments.

3.8.5 Video Management System Component Descriptions

As part of CommandCentral Aware, the Video View module consumes video content from a variety of Video Management Systems (live and recorded, fixed and mobile). Each VMS offers a variety of tools via an SDK. These tools can include, but are not limited to, location, user-controlled Pan Tilt Zoom (PTZ), Digital Zoom, Image Capture, Video rewind and export clip, and historic search of recorded video. These features improve productivity and increase responder safety.

The Video View module can also consume video analytics of automated license plate recognition and object detection. These capabilities refine video feeds to accurately assess detail that the eye may not see, further enhancing the users experience within CommandCentral Aware. Component configuration within CommandCentral Aware allows for specific use case definition expanding automated intelligence into the application via:

- Workflow Configuration – Associate related data from different systems to get a comprehensive view of an incident or threat. Display nearby video sources based on CAD incident, sensor alarms, and provided third-party data alerts.
- Real-Time Video Streaming – Patrol the community or view an event in seconds by accessing up to 16 cameras simultaneously from video feeds via VMS. Users can reference the video source, date, time, and location, as well as customize camera groups for quicker access to particular locations.
- Camera Field of View – Define FOV and view on the map display. Users can toggle cameras off and on that may or may not be pointed in the direction of the incident.
- Video Camera Audit Log – Capture user interactions and record them in a log.

Table 3-4: Supported Video Capabilities within CommandCentral Aware

Feature	Description
Camera Import	Importing cameras and the directory tree from VMS to CommandCentral Aware.
Camera Location	Use coordinates stored in-camera custom fields at the NVR (or) pulls geo-location coordinates from the camera units. Specifically identified during installation.

Feature	Description
PTZ	Control of pan, tilt, and zoom (PTZ) functions on capable camera units that have been imported into CommandCentral Aware.
PTZ Presets	PTZ cameras predefined pan, tilt, zoom values are applied to live feed.
PTZ Tours	PTZ cameras execute a scan of its vicinity.
Live Video	Direct feed from the camera as provisioned in the VMS system.
Recorded Video	Playback video from the archive.
Live Snapshots	Perform a screen capture of the live scene to send as an attachment via messaging service.
Recorded Snapshots	Isolate and capture a section of the recorded video to be distributed by the messaging service.
Recorded Fast Forward	Display frame recorded sample at a faster rate playing forward.
Record Fact Backward	Display frame recorded sample at a faster rate playing backward.
Digital Zoom	Magnifies a selected area for live and recorded video.
Video Export	Ability to prepare a video clipping for export to messaging or evidence collection.
Bookmark	On Live View and Recorded Playback, the bookmark automatically captures the camera information, the date, and time stamps for the video, and enables you to input the bookmark author, a name for the bookmark, and an optional description, plus an associated incident identifier. Bookmark fields can be edited later, except for the date, time, and author fields.

Avigilon Control Center (ACC) & Video Analytics

The Avigilon Control Center (ACC) uses self-learning analytics to provide effective monitoring and proactive, real-time response for security personnel. ACC combines an intuitive interface with advanced artificial intelligence (AI) search technology for a full-featured integration with CommandCentral Aware. Avigilon offers analytics embedded in Avigilon cameras up to 5K (16 MP) resolution.

This ACC integration includes the following:

- **Advanced Pattern-Based Analytics** – Avigilon advanced video pattern detection technology accurately recognizes the movements of people and vehicles while ignoring motion not relevant to a scene. The system's self-learning ability reduces false positives and helps make alerts more meaningful.
- **Teach-by-Example Technology** – Avigilon teach-by-example object classifier technology allows users to provide feedback about the accuracy of alarm events generated by Avigilon devices. Rather than decreasing analytics sensitivity to reduce false alarms, the feedback trains devices to improve the accuracy of the analytics used to determine which alarms are real and which are false. This impacts a low false-positive alarm rate. Over time, the system learns the scene and is able to prioritize important events based on user feedback. This increases sensitivity to conditions that are of concern while reducing false alarms to keep the focus on what matters.

- **Avigilon Video Analytics Alerts Integration** – Avigilon ACC allow video analytics to send alerts to CommandCentral Aware. These analytics include object detection, motion detection, path crossed, and directional pattern changes.

The ACC rules engine enables users to selectively apply analytics-based events as alarms and rule triggers. These rules offer immediate notifications for suspicious activities to help CommandCentral Aware users monitor and respond more efficiently.

Avigilon to CommandCentral Aware integrates the results of the rules engine combined with video from the Avigilon VMS. The targeted video feed is displayed in response to user interaction and pre-defined scenarios based on a customizable rule set. Users can configure specific categories of events, such as CAD incidents, LPR alarms, or other alert reporting systems integrated into CommandCentral Aware, in relation to analytics to trigger video feeds. These real-time events and forensic capabilities detect and notify scene changes, missing objects, and rules violations. In addition to the live video and analytics, the connector supplies operator's video display tools that control pan, tilt, zoom (PTZ) cameras, and playback of recorded video.

The following is a complete list of Avigilon Control Center (ACC) video analytics features for object detection and classification for live or forensic events that enhance the common operating picture and situational awareness capabilities of CommandCentral Aware.

Table 3-5: Avigilon Control Center Video Analytics

Avigilon Analytics Rules for ACC	Analytics Rules Description (Objects are Classified as Person or Vehicle)
Objects in Area	The event is triggered when the selected object type moves into a specified region of interest.
Object Loitering	The event is triggered when the selected object type stays within a specified region of interest for an extended amount of time which is configured.
Objects Crossing Beam	The event is triggered when an Object or a specified number of Objects have crossed the directional beam that has been configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the specified region of interest.
Object Not Present in Area	The event is triggered when no objects are present in the specified region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the specified region of interest.
Objects Leave Area	The event is triggered when the specified number of objects has left a specified region of interest region of interest.
Object Stops In Area	The event is triggered when an object in a specified region of interest stops moving for the specified threshold time.
Direction violated	The event is triggered when an object moves in the prohibited direction of travel.
Camera tampering	The event is triggered due to sudden scene changes.
License Plate Recognition Analytics	New license plate recognition analytics engine with highly-accurate license plate capture, identification, and search for fast event response. Use watch lists to create alerts and actions when a license plate match is detected.

3.8.6 CommandCentral Aware Technical Discovery Requirements

In order to prevent delay in the implementation, Customer must provide the information required in the table below at the time of Project Kickoff for each interface/integrated system.

Table 3-6: Aware Technical Discovery Requirements

	Customer Provided	Motorola Confirmed
Additional Information for Virtual Machine (VM) Access		
Remote access to Cloud Anchor Server		
Data Interface VM requirements		
Video Interface VM requirements		
Interfaces (Required for each Interface)		
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		
Additional VMS Interface Requirements		
Number of Cameras connected to each VMS		
VMS Archive and Archiver to Aware Client		
Provide GPS Coordinates for each camera		
Integration		
Customer IP Network layout (Traffic segmentation, NAT required?)		
Active Directory and Email policies		
Customer Third-Party IP Network Connections (Schools, Fire, Traffic)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD & ALPR Systems		
Data delivery latency rate		
Data interface type		
Fileshare/Dump		
Webservices		

	Customer Provided	Motorola Confirmed
SOAP/REST		
SQL Extraction		
Database IP Address, Login Credentials, DB Version		
Data volume (calls per service, peak event rates)		
Data Fields		
CAD event Geolocation data availability		
AVL/ARL data available?		
Event Types		
Icons		
Others(?)		
Additional Information Required for Integration with Streaming Servers		
Mobile data terminal types:		
Manufacturer		
OS version		
Wireless Access		
VPN Connectivity to Core?		
Validate Data Ingestion (may require system expansion**)		

3.8.7 Hardware Environment and Network Requirements

Motorola Solutions will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

Table 3-7: Cloud Anchor Server Installation Requirements

Installation Requirements
One rack unit per Cloud Anchor server.
Two circuits to distribute power to the server rack (dual power supplies).
UPS (Uninterruptible Power Supply) at the site where the Cloud Anchor server and CommandCentral Aware workstations will be installed.
Customer provided Internet access and Remote Access Capability
Minimum 1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform

Table 3-8: CommandCentral Aware Network Requirements

Component	Description
IP Address	Four static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Server.

Component	Description
Network Port	One network port for each VMS server. One network port for each VMS analytics appliance.
Network	Customer provided Internet access and Remote Access Capability
Minimum bandwidth	1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform

Table 3-9: CommandCentral Aware Recommended Workstation Specifications

Component	Description
Processor	Intel Xeon 6136 @3.0 GHz (12 cores).
RAM Memory	32 GB or more memory
Drive	One NVMe 512G SSD.
Operating System	Windows 10 Professional
Network Interface Card	1 Gb port
Graphics Card	NVIDIA Quadro P2000
Display	Narrow Bezel IPS Display, 2560x1440 resolution
Monitor	27" monitor or larger

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to Aware from the source application (CAD, AVL, ALPR). Although CommandCentral Aware strives to provide near-real-time performance, Motorola Solutions provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

CommandCentral Aware Design Limitations

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.
- A maximum of 20,000 total fixed cameras can be supported per CommandCentral Aware instance.

3.8.8 CJIS and Compliance

At Motorola Solutions, we believe compliance is a team effort. As our customers' partner in compliance, we employ privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data, comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports are available. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) are available. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations are completed.

Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers through administering and coordinating CJIS-compliant personnel credentialing, providing documentation assistance in connection with CJIS audits, and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

Section 4

Statement of Work

4.1 Flex Statement of Work

4.1.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Huntington Park PD (hereinafter referred to as Customer). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Huntington Park PD will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Huntington Park PD will provide Motorola resources with unrestricted direct system access to enable Motorola to fulfill its delivery obligations.

Motorola and the City of Huntington Park will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors' SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

4.1.2 Award, Administration, and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the City of Huntington Park.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the City of Huntington Park Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the City of Huntington Park Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If City of Huntington Park desires a different teleconference tool, it may provide a mutually agreeable alternate tool at City's expense.

4.1.3 Project Terms

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the City of Huntington Park.

Project Management Plan is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan that provide the criteria for managing those tasks within the project.

4.1.4 Aerial Imagery

The Motorola Flex product possesses the capability of including orthophotographic imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service. Motorola will demonstrate how a map service URL can be added to the Flex mapping configuration for use in the CAD and Mobile map display. The City is responsible for map service creation and publishing.

Motorola is not responsible for acquiring, processing, ortho-correcting, or distributing the imagery or the data contained therein. It is the sole responsibility of the City of Huntington Park to maintain this data and to work with the air photo vendor to make any changes or corrections. City of Huntington Park may obtain Esri guidance on map service uses and functionality on the Esri website (Go to <https://enterprise.arcgis.com>, search ArcGIS Server, go to current release version and reference "What is a map service?" for service explanation and publishing guidance.)

Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If the City chooses to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by the City.* Motorola does not provide for deployment or support assistance of map services including imagery beyond demonstrating how to add the map service URL in the Flex mapping configuration page.

*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. License(s) for ArcGIS applications are the sole responsibility of the City of Huntington. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola and Esri licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

4.1.5 Completion Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. City of Huntington task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

City of Huntington will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and the City. Software

System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

4.1.5.1 Subscription Service Period

If the contracted system includes a subscription-based solution; the subscription service period will begin upon the City's receipt of credentials required for access unless mutually agreed otherwise by project change order. City of Huntington Park will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

4.1.6 Project Roles and Responsibilities Overview

4.1.6.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multidisciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola project team resources will be onsite at the City location as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. One or many resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high quality, feature-rich system.

Motorola Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the City.
- Identify and manage project risks.
- Collaborative coordination of the City resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.

- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

Application Specialist

The Motorola resource will work with the City of Huntington Park project team with system provisioning. The Application Specialist's responsibilities will include:

- Provide provisioning training and guidance to the City to set up, operate, and maintain the system.
- Provide support during the transition to live use operations of the Flex system.

Flex Training Specialist

The Flex Training Specialist provides instruction on the Flex software application. The Flex Training Specialist responsibilities include:

- Teaching and instructing agency end users and staff on the use and operating methods of Flex software products and services.
- Conducting onsite and/or virtual training of Motorola Flex software modules.
- Presenting training using a variety of classroom training methods, including lecture, online projection, live demonstration, etc.
- Maintaining communication with the Project Manager, Application Specialist, and agency contact(s) related to the training plan.

Solution Specialist

The Solution Specialist is responsible for influencing and driving optimal outcomes of the software solution. Specific responsibilities include the following:

- Consulting with The City on objectives and guiding best practice adoption.
- Driving early engagement of key project stakeholders to understand end-to-end workflows affecting outcomes.
- Providing training expertise that addresses The City's unique needs, objectives, and requirements.

GIS Specialist

The Motorola GIS Specialist specializes in geographical information technology. Responsibilities of the Motorola GIS Specialist include the following:

- Perform the GIS analysis on the City-supplied GIS source data.
- Provide the results of the GIS analysis based on the requirements of the Motorola GIS Build Requirements document to include:
 - Geocoding Data.
 - Centerlines to support Routing.
 - Response Area Polygons.
- Offer consultation services for the conversion of The City GIS source data for Motorola use.
- Provide instruction on the use of GIS as it pertains to the Motorola system.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include:

- Confirmation that the delivered technical elements meet contracted requirements.
- The delivery of interfaces and integrations between Motorola products.
- Remain engaged throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the City of Huntington Park post Go-Live event. By being the City's trusted advisor, the Customer Success Advocate's responsibilities include:

- Assist the Huntington Park PD- Flex CAD/RMS and JMS with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of the City of Huntington Park's System(s) as defined in Customer Support Plan.

4.1.6.2 Customer Core Team, Project Roles, and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this Statement of Work. During the Project Planning phase, the City of Huntington Park will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the City will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the City's operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event the City is unable to provide the roles identified in this section Motorola may be able to supplement the City and Aware resources at an additional price.

Project Manager

The Project Manager will act as the primary City of Huntington's point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the City's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single Huntington Park PD-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include:

- Communicate and coordinate with other project participants.
- Manage the City project team including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.

- Identify the efforts required of the City staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from the City staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, the City vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure the City vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all the City facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

System Application Administrator (SAA)

The Application Administrator(s) manage the City of Huntington Park-owned provisioning maintenance and City of Huntington Park code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend provisioning and training events and remain engaged throughout the project to ensure they are able to maintain the provisioning cost the City Provisioning handoff. For solutions that

consist of multiple Motorola products (e.g. CAD and Records) the City may elect to have multiple Application Administrators. The Application Administrator's responsibilities include:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the SMEs during the BPR, provisioning process, and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. The GIS Administrator must have a working knowledge of Esri software including ArcDesktop and ArcPro. Administrator proficiency with model builder, toolbox tools, Network Analyst, and general database structures is key to the GIS Administrators ability to manage the GIS needs of the Motorola system. Duties for this resource include: providing data in the correct schema; developing, maintaining and updating GIS data; support the GIS elements used in Motorola software; keep in regular communication with the other administrative resources.

Subject Matter Experts

The Subject Matter Experts (SME) are the core group of users involved with the Business Process Review (BPR) and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent, i.e. dispatch, patrol, etc., and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the City's training monitors.

Additional Resources

Additional resources, such as trainers and database administrators, may also be required.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the City's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the City. The City will manage User Agency Stakeholder involvement, as needed, to fulfill City responsibilities.

4.1.6.3 General City of Huntington Park Responsibilities

In addition to the City of Huntington Park Responsibilities stated elsewhere in this SOW, the City is responsible for:

- All City-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the City operates which will be interfaced to as part of this project. For those third-party systems, the City is responsible for providing Application Programming Interface (API) documentation that details the integration process for the level of interface integration defined by Motorola.
- Initiate, coordinate, and facilitate communication between Motorola and City's third-party vendors as required to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of City operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Provision City code tables, following CAD Admin Training.
- Provisioning of GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, City-provided, alternate remote conferencing solution.
- Allow Motorola remote access (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).

4.1.7 Project Planning and Initiation

A clear understanding of the needs and expectations of both Motorola and the City of Huntington Park are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and project schedule, and set the foundation for a successful implementation. Examples of information gathered include the Business Process Review Agency Pre-Kickoff Survey (a Google survey that is sent to the City to collect agency-specific information, such as dispatch logistics, communication center information, operational process, and workflow). These documents are collated into a single Team Project Sync (TPS) packet that will be delivered by the Motorola PM prior to the start of the Project Planning Session.

4.1.7.1 Project Planning Session - Teleconference/Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and City PM's to meet prior to the

formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high level review of the following project elements:
 - The Agreement documents.
 - A summary of the contracted applications, query(ies) and interface(s), and bill of materials.
 - Project delivery requirements as described in this SOW.
 - Which tasks will be conducted by onsite Motorola resources as well as the activities when the Motorola Project Manager will be onsite.
 - City involvement in provisioning to confirm understanding of the scope and required time commitments.
 - The high level Project Schedule milestones and dates.
 - The Project Management Plan structure.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review CommandCentral Admin and Learning eXperience Portal (LXP) roles in the Project Plan and provide City User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss City obligation to manage change among the stakeholder and user communities.
- Review the Team Project Sync (TPS) packet. The information in this packet is used to prepare for the Project Kickoff Meeting and Business Process Review.
- Review Software System completion criteria and the process for transitioning to support.

Note - Completing the TPS is a critical Project Task. Delayed, incomplete, or inaccurate information or lack of participation will have a significant impact on the Project Schedule.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment and attendance of Core Team and any additional City resources that are instrumental in the project's success, as needed.
- Provide the initial Project Schedule and Project Management Plan.
- Confirm City receipt of the TPS packet and GIS Build Requirements Document.
- Conduct a review of the Project Management Plan.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on City-provided remote access.
- Document the mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish City in the Motorola Learning eXperience Portal (LXP).
- Establish the City within the CommandCentral cloud platform enabling CommandCentral as outlined in the Solution Description.

- Provide the City with a web link (URL) to the CommandCentral Admin application on Google Play Store or Apple App Store.

City of Huntington Park Responsibilities

- Confirm with Motorola City GIS Administrator reviews the GIS Build Requirements Document.
- Provide existing GIS source data to Motorola by the start of Project Kickoff and Discovery.
- Identify Customer Core Team and any additional City resources that are instrumental in the project's success, as needed.
- Provide Core Team with TPS; return the completed TPS to Motorola no later than ten (10) business days before start of Project Kickoff Meeting.
- Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
- Provide approval to proceed with the Project Kickoff meeting.
- Provide LXP and CommandCentral user information: first name, last name, unique email address, and role.
- Verify City Administrator(s) have access to the LXP and CommandCentral Admin Console.
- Review and complete the Business Process Review Agency Pre-Kickoff Survey within ten (10) business days of the Project Planning Session to avoid impact on the Project Schedule.

Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Project Management Plan.
- Team Project Sync (TPS) packet.

4.1.8 Kickoff and Discovery

4.1.8.1 Project Kickoff Event

The purpose of the remote Project Kickoff Event is to introduce project participants and review the scope of the project. Depending upon the modules purchased, the project kickoff event may vary in duration between one (1) to four (4) hours and may be combined with other activities such as the Business Process Review. The Project Kickoff event consists of various branching activities such as the GIS Discovery session. Branching activities commence following the general kickoff meeting. Availability of City of Huntington Park resources to participate in each branching activity is critical to the project success. Following the conclusion of the Project Kickoff event, the party responsible for procuring the system hardware will place the hardware order.

Motorola Responsibilities

- Schedule and facilitate the Project Kickoff event to clarify roles, responsibilities, establish team working relationships, and initiate project tasks.
- Present a high level overview of project scope.
- Confirm City access to the LXP.
- Review third-party partner solutions and involvement in the project, as applicable.
- Summarize and review the contracted system components.

- Review the initial Project Schedule and incorporate City feedback resulting in the implementation Project Schedule. The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
- Provide and review the training plan, training delivery schedule, and training requirements.
- Provide and explain sample data entry standards in preparation of City provisioning activities.
- Review the system hardware requirements and bill of materials if Motorola is providing the system hardware.
- Review network infrastructure requirements (e.g. firewalls, remote access).
- Plan installation activities with the City.
- Discuss the Provisioning Verification process for the contracted modules.
- Review the timing, setup, and configuration requirements to enable queries and query returns (e.g. StateLink).

City of Huntington Park Responsibilities

- Provide a meeting space equipped with remote conferencing capability enabling remote Motorola project team members to participate.
- Identify and ensure participation of key team members in kickoff and project initiation activities.
- Confirm access to the LXP.
- Provide input to the Project Schedule and training dates.
- Participate in reviewing the training plan.
- Participate in reviewing the system hardware requirements and place hardware order if City is providing the system hardware.
- Initiate activities to enable queries and query returns.
- Provide workstation hardware and software for end user training (desktop and or mobile devices).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Flex Data Entry Standards Document.

Note - The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

4.1.8.2 GIS Discovery Session – Teleconference/Web Meeting

A GIS discovery teleconference session will be scheduled to review the GIS Build Requirements document and complete an overview of the GIS components of the project. The agenda will include:

- Review the Motorola GIS Data Requirements document.
- Discuss City GIS skill-set and responsibilities.
- Review the requirements of the City GIS sample data provided by the City that is required in the Motorola system.
- Discuss any GIS related project questions.

Motorola Responsibilities

- Schedule and conduct the remote GIS Discovery Session.
- Request initial GIS dataset for initial data review.

City of Huntington Park Responsibilities

- Review the GIS Build Requirements document prior to the meeting.
- Discuss any areas of concern relative to GIS and schedule requirements.
- Provide initial GIS dataset for review by Motorola.

Note - Providing the GIS City of Huntington Park Data is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

4.1.8.3 Interface Planning

The objective of the interface planning teleconference is to discuss the user experience presented by each contracted interface. Topics of discussion will include:

- Reviewing the functionality delivered with each interface.
- Reviewing the deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third-party systems).
- Reviewing the interface delivery and validation process.

Note - The interface deployment requirements (NDA, network information, API, and access credentials) may be required to connect to third-party systems. Particular requirements must be satisfied prior to the deployment of the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, customization, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces.
- Conduct reviews of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.

City of Huntington Park Responsibilities

- Provide all required third-party API and SDK licensing and documentation for City's existing systems.
- Discuss and collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting to avoid impact on the Project Schedule.
- Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

4.1.9 Business Process Review (BPR)

The purpose of the BPR is to review the contracted software with the City of Huntington Park's project team. Unless otherwise noted the remote review will be scheduled over up to three (3) concurrent business days. The Motorola Application Specialist will coordinate the delivery of the BPR. The BPR is a focused discussion regarding related operational policies, workflows, and data entry standards. The City of Huntington Park's policies and current workflow will assist Motorola in consulting with the City on ways in which to optimize system configuration.

The City is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the BPR, Motorola will provide and explain sample data entry standards as a starting point for the City. The City will need to revise the sample standards to meet its specific needs. Once standards are established, the City will be expected to formalize the policy as standard operating procedure for data entry tasks and share the agency data entry standards with Motorola prior to the start of end user training. Motorola will incorporate the data entry standards into end user training.

Motorola will conduct a single BPR session to review workflow and forms with the City. The City will assemble a group of representatives from the host and user agencies (as applicable) to review existing paper forms and manual reports that may be eliminated, or require modification by the City, as a result of assuming operation of the Motorola system. Additionally, the review session provides Motorola and the City the opportunity to review current operational processes identifying opportunities for the City to streamline or modify processes in order to optimize the functionality of the Motorola system. The BPR session can be conducted during any three (3) consecutive business days Monday through Friday 8:00 a.m. to 5:00 p.m. local City time.

The Huntington Park PD- Flex CAD/RMS and Aware is responsible for engaging and obtaining input from stakeholders that affect provisioning decisions made by the City of Huntington Park.

The BPR agenda includes items such as:

- Business Process Review Survey Responses.
- Overview of the contracted Product.
- Provisioning processes.
- Agency and Discipline Information (Role Type, # of Personnel, shift types).
- User Permissions/Security Groups.
- Interface Field Mapping Provisioning.
- Code Tables.
- Workflows.
- Available Reports.
- Role-based Training Recommendations.
- Additionally for CAD deployments, discuss:
 - Agency data gathering (includes incident types, unit status codes, dispositions, unit IDs, and personnel).
 - Dispatcher/Responder workflow (incident creation to closure).
 - Recommended units and/or Response Plans.
 - Notifications and Status Monitors.

Motorola Responsibilities

- Provide the BPR Agenda/Workbook prior to the meeting.
- Conduct a Product overview demonstration.
- Review the documented business processes and provide configuration options.
- Review the completed BPR Workbook.
- Conduct the BPR session.

City of Huntington Park Responsibilities

- Review the BPR Agenda/Workbook prior to the meeting.
- Schedule applicable resources for remote interview sessions.
- Provide resources knowledgeable in the City's business processes to provide relevant documentation on the workflow and operating procedures.
- Provide required information to complete the BPR, such as personnel information, workflow configuration and agency logo (if desired by City).
- Review the completed BPR Workbook.
- Share the agency data entry standards with Motorola.

Motorola Deliverables

- Completed BPR Workbook.

4.1.10 GIS Services

4.1.10.1 GIS Scope Review

The Motorola GIS Analyst meets remotely with the City's GIS Administrator to discuss the approach to developing the GIS data for use with the Motorola system.

GIS Scope Review topics that will be discussed include:

- **If CAD is a purchase solution component** – Agency Response boundary needs, routing requirements, premise hazard areas and specifics for address validation using street centerlines, common place points, address points, alias tables, and premise hazard areas.
- **If Records is a purchased solution component** – data types necessary for address validation support in the system. These data types include: street centerlines, common place points, address points, street alias tables, and common place alias tables.

The GIS Data Report describes the City's source feature classes and data values that have been made available to Motorola. The data is reviewed and any items identified that may impact the applicable functionality of the data within the Motorola System are noted within the GIS Data Report. The GIS Data Report is delivered post contract after review of the City GIS data. As GIS data is critical to the provisioning and operation of the system, it is imperative that the City GIS Data be made available to Motorola prior to the GIS Scope Review.

Motorola Responsibilities

- Review GIS Draft Data Report.

- Discuss current GIS business practices.
- Discuss GIS data types that are going to be utilized within the Motorola system.
- Discuss GIS updates and contracted frequency.
- Discuss the need for Agency Code and Beat Names being provided to Motorola prior to the GIS Boundaries Workshop.

City of Huntington Park Responsibilities

- Ensure availability of the GIS administrator for this meeting.
- Finalize the agency code and beat names for the geodatabase and provide to Motorola. All of the data will be required but the streets, address points and common places can be works in progress that can be updated as the project progresses.

Motorola Deliverables

- GIS Data Report.

4.1.10.2 GIS Service Delivery

GIS Service delivery provides for the creation of a draft geodatabase that will be uploaded to the CAD server to support provisioning efforts as well as draft maps that are created for use by the CAD workstations. If CAD is not a System component, a GIS Draft Geodatabase is still required as it serves as the supporting data for address validation in Flex Records.

Error reports are produced as a result of developing the draft geodatabase and will be delivered to the City in updates to the GIS Data Report. The City will correct any data errors allowing Motorola to incorporate the data into a revised draft geodatabase.

Geodatabase development provides for up to two (2) iterations of draft databases developed by Motorola. The final geodatabase is created as a product of the GIS Administrator Workshop.

Note the following tasks are supplementary to the tasks required to maintain the data set using Esri ArcGIS toolset. Training specific to the use of Esri ArcGIS tools can be obtained from Esri. Motorola's scope does not include the creation or maintenance of data into the NENA NG911 schema; any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the City's source data.

Motorola Responsibilities

- Schedule and initiate a data delivery design teleconference to address critical data errors or to confirm the data being incorporated into the draft geodatabase.
- For Flex CAD: Create the draft visual maps and Routing Network.
- Create the draft geodatabase.
- Provide updates to the GIS Data Report reflecting any issues found during the geodatabase build.
- Provide up to two (2) iterations of draft geodatabases.
- Initiate GIS Administrator Readiness Check which enables Motorola to schedule and conduct the GIS Administrator Workshop.

City of Huntington Park Responsibilities

- Attend data delivery design teleconference.

- Correct any GIS errors identified in the GIS Data Report from geodatabase build.
- Participate in the GIS Administrator Readiness Check and confirm the dates for the GIS Administrator Workshop.

Motorola Deliverables

- GIS Data Report Updates.

4.1.10.3 GIS Administrator Workshop and Review

The GIS Administrator Workshop enables the City to work with the Motorola GIS Specialist to understand the required GIS data structure and maintenance needs of the data in order to support address validation, response determination, routing, and visual map displays. The workshop is conducted via remote teleconference over a period of three (3) consecutive eight (8) hour days during normal business hours. The product of the workshop is the final geofile build and the City assumes responsibility for further GIS updates and maintenance.

Motorola Responsibilities

- Provide City with the workshop agenda.
- Conduct the workshop.
- Document any City and or Motorola GIS action items that require follow up and resolution.
- Discuss additional boundary capabilities and data development needs.
- Document any City and/or Motorola GIS action items that require follow up and resolution.
- Resolve any Motorola follow up action items.
- Schedule the post workshop follow up review and GIS action item close out.
- Within thirty (30) days of the conclusion of the GIS Administrator Workshop conduct a remote two (2) six (6) hour post workshop follow up review to address any remaining GIS process questions and close out any follow up actions noted during the GIS Administrator Workshop work.

City of Huntington Park Responsibilities

- Ensure availability of GIS administrator participation in the workshop.
- Resolve any City of Huntington Park follow up action items.
- Assume responsibility for the update and maintenance of the geofile.
- Participate in the follow up review.

4.1.11 System Delivery

The City of Huntington Park will provide Motorola resources with safe access, suitable office space, supplies, furniture, high-speed connectivity to the Internet, and other facilities while fulfilling the onsite activities specified in this SOW.

4.1.11.1 Hardware Installation

The objective of this activity is to install the system hardware at the City of Huntington Park's site. This activity addresses physical installation activities and system connectivity verification.

City assumes responsibility for the procurement, installation, configuration, troubleshooting, and resolving any issues with City-provided hardware or virtualization environment that prevents Motorola from fulfilling its delivery obligations or impedes system operation.

If Motorola has been contracted to provide the hardware, the contracted hardware will be provided by Motorola's partner, Solutions II. Solutions II may interact directly with the City to coordinate installation activities or communication may be directed by Motorola's Project Manager. This engagement will be a combination of onsite and remote efforts. Remote work performed by Solutions II may require onsite assistance from the City. While installation activities are traditionally completed during City regular business hours, some activities may occur in tight timeframes outside of regular office hours. In such cases work will commence as mutually agreed.

Motorola Responsibilities

If Motorola is contracted to provide hardware, perform each of the following:

- Conduct an evaluation of the installation location to validate installation readiness.
- Procure and install the contracted servers, VMware software, Veeam Backup and Replication software at the primary installation location and if contracted, a single disaster recovery location.
- Configure NAS Backup Targets.
- Load the initial Operating System software.
- Conduct a Power On test to validate the installed hardware and operating system software are ready for configuration.
- Verify contracted software is available and accessible on the installed system.
- If a disaster recovery system has been included as a contracted system component, perform a simulated failover test.
- If Motorola has installed the hardware, provide the City with passwords, passphrases, encryption keys, and IP assignments configured by Motorola.

City of Huntington Park Responsibilities

- Provide power, cabling, network infrastructure and access to all locations in which contracted hardware will be installed.
- Provide an installation environment that conforms to the hardware manufacturers' specifications for heating, cooling, humidity, ventilation, and physical space requirements: clearance and spacing.
- Make any improvements required to support the installation environment inclusive of cabling and power receptacle improvements.
- Develop a password, passphrase, and encryption key management policy for the on-going City management of such as well as a system backup routine and schedule.
- If Motorola has not been contracted to provide the hardware and or virtual machines, City will perform each of the tasks outlined in this section as a Motorola responsibility and conduct power-on tests with Motorola prior to Motorola commencing with software installation and configuration tasks.

4.1.11.2 Install and Configure Software

After the servers have been installed and the operating system and database storage have been configured, Motorola will install the contracted application software product(s) and the Motorola side of

interfaces. The Motorola resource will configure the database environments and create the initial administrative user accounts. City personnel will complete client software installation using the Motorola provided client install wizard; software will be installed on the client workstations/mobile devices to facilitate provisioning training.

Motorola Responsibilities

- Install and configure the contracted application software.
- Install Motorola external interface code.
- Configure database environments (live and practice).
- Create administrative and training user accounts.
- Provide client installer wizard.
- If a disaster recovery solution is a part of the contracted System component, synchronize the primary and disaster recovery systems.

City of Huntington Park Responsibilities

- Provide and install workstation/mobile device hardware in accordance with manufacturer specifications.
- Complete installation of client software on workstations and mobile devices.
- Initiate a network backup to ensure software and initial configuration data are archived.

Motorola Deliverables

- Contracted software.

4.1.11.3 Provisioning

Provisioning includes the setting of configurable parameters (unit names, personnel, status codes) which control application behavior. The Flex system will be provisioned using Motorola standard provisioning parameters and will incorporate City-specific provisioning.

Provisioning activities include instruction of the mechanics and methodologies required to complete system provisioning and provides the City with knowledge needed to update and maintain the provisionable items as City of Huntington Park's operational needs change.

Utilizing the sample data entry standards provided at the project kickoff meeting, the City of Huntington Park will revise the sample standards to meet its specific needs. Once standards are established, the City is expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into training. Therefore, the City must complete this task prior to training.

4.1.11.4 Provisioning Verification

Upon completion of provisioning table updates by the City, Motorola will conduct a working session with the City's Administrators and desired SMEs demonstrating system operation in accordance with City determined provisioning parameters (BPR Workbook and Provisioning Worksheets). The purpose of the session is to enable the Huntington Park PD to fine tune provisioning parameters as needed to better align with operational use needs. In this working session, Motorola provides the Huntington Park PD with guidance on provisioning options that may better support the City's operational objectives. In

order to reinforce provisioning training principles, the City completes any provisioning parameter updates with Motorola guidance as desired.

Motorola Responsibilities

- Conduct an operational walk through of the provisioned system enabling the City of Huntington Park to verify the operational behavior of the provisioned system.
- Consult with City on provisioning options that better support the City's business operations.
- Provide guidance on making desired provisioning updates.
- If Insight is available in the state and included as part of this offer as defined on the pricing page, establish Insight Broker connection to target and provide the City with training on creating users.

City of Huntington Park Responsibilities

- Participate in the Provisioning Verification Session.
- Note desired provisioning updates.
- Update provisioning tables, as desired.
- If Insight is available in the state and included as part of this offer as defined on the pricing page, enable Insight Broker users, configure queries and query targets.
- Develop a regular network backup routine and initiate a regular system backup schedule.

NOTE: Provisioning Verification must complete prior to the initiation of End User Training.

4.1.12 Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

4.1.12.1 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The City of Huntington Park is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
- Validate each interface can transmit and/or receive data in accordance with the System Description.

City of Huntington Park Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between Flex and the third-party systems.

Motorola Deliverables

- Contracted Interfaces.

4.1.12.2 Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems.

Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.
- Validate each system can transmit and/or receive data.
- Enable the Data Exchange API (DEX) and on-board City's third-party vendor via the partner program, if/as contracted.

City of Huntington Park Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.
- Work with City's third-party vendor to sign up for the partner program. Participation in the Partner program is not included in this offer and is a post contract purchase. If purchased, Motorola will provide the instructions to signup, post, contract if purchased.
- Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

4.1.12.3 Federal National Incident Based Reporting System (NIBRS)

Crime reporting functionality is delivered as part of the software delivery task and is provisioned through the provisioning activities outlined in this SOW. Given the critical nature of crime reporting, the following supplemental tasks are provided for emphasis:

Motorola Responsibilities

- Deliver the NIBRS reporting capability.
- Collaborate with the City to understand any provisioning parameters that may be or are impacting NIBRS submission acceptance in the event of an initial failed submission.
- Delivery Motorola NIBR Training class 503-V.

City of Huntington Park Responsibilities

- Maintain code tables to account for any requirements necessary to be compliant with state specific reporting requirements, changes or additions, as required by the State.

- Initiate a NIBRS submission to the State.
- Resolve any provisioning issues impacting State submission acceptance.

4.1.12.4 Reports

Motorola will deliver the standard reports library and, unless specifically contracted, has not included the effort to develop any City of Huntington Park-specific or Huntington Park PD-defined reports.

4.1.13 System Administration and Training

System administration begins with training designed to enable the City of Huntington Park to perform the data entry required to configure the software Product functionality. Training provides instruction on how to set up, enter, and administer the operational and administrative needs of the system. Following training, the City will be responsible for entering data into the code tables before user training begins.

Prior to the start of user training, the City should have a draft of its data entry standards. During this training, Motorola will work with the City to review and finalize the data entry standards. Following training, the City will be responsible for formalizing policies regarding the data entry standards. This task must be completed before user training begins.

A list of the included instructor led training classes can be found in the Flex Training Bundle Attachment.

Motorola Responsibilities

- Deliver the contracted training courses.
- Deliver training in accordance with the training plan.

City of Huntington Park Responsibilities

- Provide a training environment in accordance with the training plan.
- Assign personnel to participate in training.
- Finalize data entry standards.
- Enter code tables.

4.1.13.1 Motorola Learning eXperience Portal (Online Training)

Training is made available to City of Huntington Park, in part, via Motorola's Software Enterprise Learning eXperience Portal (LXP). This subscription service provides customers with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by LXP content are described in the training plan.

Motorola Responsibilities

- Configure a City of Huntington Park-specific portal view.
- Create learner path access account to the portal for each user name provided by the City.
- Provide instruction to City LXP Administrator on building groups.

City of Huntington Park Responsibilities

- Provide Motorola with names (first and last) and emails of City LXP administrators.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.

4.1.13.2 Instructor-led Training (Onsite and/or Virtual)

Motorola Responsibilities

- Perform training in accordance with the training plan.
- Provide City with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

City Responsibilities

- Supply classrooms with a workstation for the instructor and at one (1) workstation for each student based on the requirements listed in the training plan.
- Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
- Conduct end user training.

Motorola Deliverables

- Electronic versions of User Guides and Training Materials.
- Attendance Rosters.

4.1.14 Product Validation

The system is exercised throughout the delivery of the project by both Motorola and the Huntington Park PD via provisioning and training activities. To solidify Huntington Park PD confidence in the system and prepare for live use operation, Motorola will perform prescribed system validations in accordance with a Product Validation Plan.

4.1.14.1 Mock Go-Live

The objective of this series of tasks is to exercise the system in a way that emulates daily operational use. Motorola leads this effort walking City's selected users through various operational conditions. The City may execute their own tests outside the scope of Motorola's responsibility as desired.

Motorola Responsibilities

- Coordinate the Mock Go-Live session.
- Review the schedule of demonstration activities.

City of Huntington Park Responsibilities

- Select users to participate in the mock Go-Live activities.
- Notify the Motorola Project Manager of any items that require discussion.

- Initiate any desired user testing.

4.1.14.2 Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the user experience as reviewed during the Interface Planning Session.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or City of Huntington Park resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on the City's third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of City's third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the user experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

Motorola Responsibilities

- Conduct Interface Validation demonstration.
- Develop a Remediation Plan for anomalies that do not align with Motorola's stated user experience.
- Manage the Remediation Plan and take Motorola remediation actions.

City of Huntington Park Responsibilities

- Provide access to a resource with access to the interfacing system to validate functionality.
- Witness the execution of the demonstration and acknowledge successful completion.
- Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
- Coordinate and manage City remediation actions.

Motorola Deliverable

- Completed Interface Validation Results.
- Remediation Plan (as applicable).

4.1.15 Go-Live

4.1.15.1 Go-Live Planning and Go-Live

Following the conclusion of the mock Go-Live Motorola will provide support of City's efforts with commencing live operation use of the system. Motorola resources are supplemental to City are resources and provide support to Huntington Park PD trainers and subject matter experts. City trainers and subject matter experts are the first line of support to end users in the transition of live operations from the City's legacy system to the Motorola system. Motorola will work with the City to develop a detailed Cutover Plan. This plan includes the following information:

- Motorola and City resources and staffing.
- Pre-cutover tasks/activities to be performed leading up to Go-Live.

- Readiness review meetings.
- Contingency/roll-back plans.
- Go-Live tasks and responsibilities during and after the live cut.
- Post live cut support resources and schedules.
- Issue reporting process.
- Develop the Remediation Plan.
- Escalation process.

Note: The Remediation Plan will identify the remediation action and the action owner (City or Motorola). Remediation steps may involve provisioning modifications, system configuration changes and or software version updates.

Motorola Responsibilities

- Facilitate meetings with City staff to develop and document the Cutover Plan.
- Schedule the Go-Live with City.
- Support City efforts in cutting over to the new system.

City of Huntington Park Responsibilities

- Coordinate the participation of City technical and operational staff in cutover planning and development and documentation of the Cutover Plan.
- Schedule City resources to support Go-Live.
- Communicate the Go-Live transition to the user base.
- Identify Trainers and SME's who will serve as first line support to end users during Go-Live activities.
- Manage Go-Live activities.
- Perform and support the cutover activities defined in the Cutover Plan.

Motorola Deliverable

- Cutover Plan.

4.1.15.2 Go-Live Follow Up

Following the Go-Live schedule a time to review operational use of the system and address any training, process configuration questions or concerns the City has gathered as a result of using the system in a production environment. This onsite three (3) day activity will be conducted Tuesday through Thursday 8:00 to 5:00 PM local City time. The Go-Live follow up is the catalyst for transitioning the City into Motorola Support.

4.1.15.3 Motorola Support Engagement

Motorola will schedule a Support Engagement meeting between the Project Manager, Customer Support Manager (CSM), Focal Support Technician and City's project team representatives. The CSM will review the Customer Support Plan with the City, including the process for obtaining support and contact information.

4.1.15.4 Project Closure – Transition to Support

Following the Go-Live Follow Up Event the service delivery is complete. Motorola and City certify the Software System Completion milestone and the implementation project is formally closed.

The system is transitioned to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

4.1.16 Attachment – Flex Training Bundle

The following instructor led courses are included in the Flex standard training package. The instruction delivery method, on-site at the City's training facility or remotely via web conferencing is noted. Motorola offers in-person on-site, virtual, and Learning eXperience Portal (LXP) training. The LXP provides additional Computer-based courses that are available on demand during the deployment process and for up to 30 days after Go-Live.

- On-Site – In-person training from an on-site instructor conducted at the City's facilities.
- Virtual – Virtual instructor-led training (class will be recorded and made available for future City use).

Table 4-1: Training Course Information

Course Module	Max No. Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
Flex HUB Courses					
Flex System Admin (100-O)	12	1	12	Onsite	24
Flex Hub End User (500-V)	15	2	30	Virtual	4
Flex CAD Courses					
Flex CAD End User (200-O)	12	2	24	Onsite	24
Flex CAD Mapping End User (202-V)	12	1	12	Onsite	2
Flex CAD Admin (101-O)	12	1	12	Onsite	24
Flex Records Courses					
Flex Law/Mobile Admin (102-O)	12	1	12	Onsite	24
Flex Mobile End User with Mobile Forms (302-O)	15	1	15	Onsite	8
Flex Records End User (501-O)	15	2	30	Onsite	4
Flex IBR Admin and End User (503-V)	15	1	15	Virtual	12
Flex Evidence Management & Barcoding (505-V)	15	1	15	Virtual	4
Flex Pin Mapping End User (604-V)	15	1	15	Virtual	2
Flex Personnel End User (605-V)	15	1	15	Virtual	3

A comprehensive training plan with course descriptions is provided post contract or upon request during the sales process.

4.1.17 Flex Data Conversion

Motorola will convert specified legacy data as outlined in the Data Conversion Guide that exists in a single legacy system per Motorola system (Flex CAD, Flex Records, Flex Jail) to conform to the data structure of the Motorola system(s). While Motorola is responsible for converting the specified data, it is critical City assigns a knowledgeable resource to this activity who will remain engaged throughout the conversion process.

The legacy database must be a relational database. Customer will provide Legacy Data in CSV, Excel, or Access database file format if Legacy data is not in MS SQL or Oracle server.

City of Huntington Park must conduct an analysis of their data in the legacy system(s) to identify duplicate data/records, lost data, orphaned records, or records that haven't been linked properly and resolve those issues prior to extracting the data to be converted. Motorola does not provide any data clean up or manipulation of the provided data and conducts a single, one time, bulk load of legacy data.

The legacy data must be sent to a designated Motorola facility to develop and test the conversion routines. If City does not agree to send the data to a Motorola facility, work will stop and Motorola will provide a change order to develop the required environment at City 's site, which may incur additional cost. Work will resume upon execution of the change order.

Data conversion routines is executed in three phases:

- Two Validation Test Loads - the first will contain up to one month of representative data; the second will contain up to six months of representative data.
- Bulk Load based on contracted delivery, less the delta agreed upon in phase three.
- Delta Load - the delta of data between end of the bulk load and time of system Go Live. City must stop using their legacy system before this load. This Delta Load will consist of no more than one month of data.

Motorola Responsibilities

- Analyze data files with City to determine which tables contain the specified legacy data and identify truncated, coded, or masked data.
- Conduct an on-site Data Conversion Preparation Workshop to identify where the information will be positioned in Flex and develop documentation (Data Conversion Field Mapping Guide).
- Provide City with the address and recipient information of the Motorola facility City extracted data will be sent to for data conversion processing.
- Develop the conversion routine and execute the initial Validation Test Load representative data set to identify and correct any issues.
- Execute the second Validation Test Load on a representative data set and verify the conversion results with City.
- Perform the Bulk Load in accordance with the Data Conversion Field Mapping Guide and results of Validation Test Loads.
- Perform the Delta Load, which serves as the final data migration after the Live Cut, in accordance with the Project Schedule.

City of Huntington Park Responsibilities

- Conduct an analysis of the data in the legacy system(s) to identify duplicate data/records, lost data, orphaned records, or records that haven't been linked properly and resolve those issues prior to extracting the data to be converted.
- Provide documentation of the legacy database and field mapping information of legacy systems for Motorola's understanding of City's data schema and relation.
- Extract the data to be converted from the legacy databases.
- Engage resources from legacy system vendors, if required, to provide information on legacy database schema.
- Participate in Data Conversion Preparation Workshop.
- Review and approve the Data Conversion Field Mapping Guide within 10 calendar days of receipt.
- Extract and ship legacy data, on a mutually agreed upon medium, to Motorola for conversion processing.
- Provide access to legacy systems from which data will be extracted or execute a Change Order enabling Motorola to provide and configure the required data conversion environment on City's legacy system(s).
- Review data after each Load to verify accuracy, in accordance with the Data Conversion Guide, and notify Motorola within 2 days of any inaccuracies or discrepancies.
- Provide acknowledgement of completion of data conversion.

Motorola Deliverables

- Data Conversion Workshop.
- Data Conversion Field Mapping Guide.
- Converted Data per the Data Conversion Field Mapping Guide in accordance with the Project Schedule.

4.2 ActiveEye Managed Detection & Response for Flex

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions ("Motorola") cybersecurity services as presented in this proposal to City of Huntington Park, CA (hereinafter referred to as "Customer").

4.2.1 Project Deployment

In order to establish initial expectations for deployment, Motorola will work with Customer to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of Flex Managed Detection and Response.

Motorola Responsibilities

- Motorola will schedule a service kick-off meeting with the Customer and provide information-gathering documents to the customer within one week of contract signature. The kick-off meeting will be conducted remotely at the earliest mutually available opportunity.
- Motorola will provide detailed requirements regarding Customer infrastructure preparation actions within one week of the kick-off meeting.
- Motorola will provision tools in accordance with the requirements of this Service, and consistent with information gathered in earlier phases. Motorola will also provide detailed, required Customer deployment actions within one-week of the completion of all infrastructure readiness tasks.

Customer Responsibilities

- The Customer must attend the kick-off meeting and complete information gathering documents as quickly and accurately as possible.
- The Customer must accomplish all infrastructure preparation tasks as quickly as possible.
- The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements.

4.2.2 ActiveEye Platform

Motorola will provide 24/7 access to the ActiveEye platform. Motorola will notify Customer if access will be affected by scheduled maintenance.

Motorola Responsibilities

- Provide access to the ActiveEye portal for Customer and any identified, approved users. After initial deployment, Customer will have self-service access to add/remove/update user access as needed.
- Provide the services subscribed to, as noted in Table 3-3: Service.
- Make monthly services implementation and status reports available to Customer.
- Resolve platform issues and technical errors as documented by Customer.
- Retain security logs within ActiveEye. Security logs will be retained for the length of time designated by the long-term storage policy selected by Customer.

Customer Responsibilities

- Provide reasonable assistance to Motorola to perform the Service, as described in this SOW. This assistance includes, but is not limited to, technical assistance with issues that may require physical access to the devices affected by this Service, or virtual assistance with virtual environment issues that require administrative access to devices affected by this Service.
- Provide all technical, license, and service information requested in the implementation documents prior to the commencement of the Service.
- Perform all network and system integrations necessary for ActiveEye Service. This includes providing external connectivity for ActiveEye security components.
- Ensure network bandwidth of up to 40MB per host, per day.
- Install agents on in-scope systems and devices, as required.
- Configure all necessary components of Customer's infrastructure to integrate with ActiveEye.
- Provide the name, email, landline telephone numbers, and mobile telephone number for all shipping, installation, and security Points of Contact (POC)s.
- Manage user access to the ActiveEye portal, creating new user accounts when needed and removing a user's access when it is no longer required.

4.2.2.1 Endpoint Detection and Response

Motorola Responsibilities

- Provide ports and protocols to the Customer for the EDR solution.
- Deploy and maintain EDR agents to Flex host environment.
- Configure EDR solution to enable ActiveEye connection for event/alert collection and response actions.

Customer Responsibilities

- Deploy and maintain EDR agents to required customer-owned client workstations and handheld devices, as applicable.
- Configure networking infrastructure to allow EDR agents to communicate with centralized server components.
- Comply/consent with the terms of applicable licenses, privacy statements, or other third-party agreements to the extent third-party software or services are utilized or provided by/through Motorola Solutions, including applicable EDR solution provider's end user license agreements ("EULAs"), if any.
- Obtain any third-party consents required to enable Motorola to provide the monitoring service, if applicable.

4.2.2.2 Technical Support

ActiveEye Managed Detection & Response Technical Support provides Customer with a toll-free telephone number and email address for ActiveEye Managed Detection & Response support requests, available Monday to Friday from 8am to 7pm CST. Support requests are stored in a ticketing system for accountability and reporting.

Motorola Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

4.2.3 Security Operations Center Monitoring and Support

Motorola's Security Operations Center (SOC) will provide continuous 24x7 monitoring through automated tools and review by trained security analysts. Motorola will analyze events and notify Customer in accordance with Table 4-3: Notification Procedures.

Motorola will start monitoring the Service in accordance with Motorola processes and procedures after deployment, as described in Section 4.2.1 Project Deployment.

Customer will be able to open a support request for the SOC via a toll-free telephone number or email address, available 24/7. Support requests are stored in a ticketing system for accountability and reporting.

4.2.3.1 Ongoing Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage Customer's defined Incident Response Process
- Attempt to determine the root cause and extent of compromise using existing monitoring capabilities in place as part of the Service.
- Analysis and support to help Customer determine if Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a Network Map detailing Customer's network architecture for network(s) in scope for the Service, if available.
- Provide a timely response to SOC security incident tickets or investigation questions.
- Provide an established service window in which qualified IT personnel will be able to respond to major event escalations.

- Notify Motorola at least twenty-four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

4.2.3.2 Service Module Specific SOC Services

With this service, Motorola's SOC will provide specific services for ActiveEye platform service modules Customer is subscribed to. In addition, SOC services can be augmented by Advanced Threat Insights.

The following describe these security operations modules.

4.2.3.2.1 Managed Endpoint Detection and Response

Motorola's SOC will consult with Customer on the deployment of the Endpoint Detection and Response (EDR) solution. The SOC will advise, on an ongoing basis, what security policies should be updated to optimize threat detection.

The SOC will consult with Customer to define a response automation plan that outlines the scenarios where the SOC should take automatic response actions on systems within Customer environment. In cases outside the automatic response scenarios, the SOC will open Security Cases with Customer with recommended actions and await approval before taking actions.

The SOC will track suspicious files and processes in Customer environment to report threat trends on what new threats are being discovered vs. previously seen threats.

Motorola Responsibilities

- Provide recommendations on endpoint security policy and configuration to optimize threat identification.
- Maintain, with input from Customer, an automatic response plan for defined endpoint security scenarios or malware types.

Customer Responsibilities

- Initiate response actions on endpoint solutions when not defined as automatic actions or not available as remote actions on the EDR solution in use.

4.2.3.3 Event Response, Notification, and Tuning

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify Customer in accordance with the following table.

Table 4-2: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Response Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the Customer's Flex system or information stored within it. Effort to recover from the incident may be significant. Examples: ▪ Malware that is not quarantined by anti-virus	Response provided 24 hours, 7 days a week, including US Public Holidays.

Incident Priority	Incident Definition	Response Time
	Evidence that a monitored component has communicated with suspected malicious actors.	
High P2	Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: - Malware that is quarantined by antivirus. - Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Public Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: - Suspected unauthorized attempts to log into user accounts. - Suspected unauthorized changes to system configurations, such as firewalls or user accounts. - Observed failures of security components. - Informational events. - User account creation or deletion. - Privilege change for existing accounts.	Response provided from 8:00a.m. to 5:00p.m. CST/CDT, Monday through Friday, excluding U.S. Public Holidays.
Low P4	These are typically service requests from the Customer.	Response provided from 8:00a.m. to 5:00p.m. CST/CDT, Monday through Friday, excluding U.S. Public Holidays.

4.2.3.3.1 Notification

Motorola will establish notification procedures with Customer, generally categorized in accordance with the following table.

Table 4-3: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify Customer according to the escalation and contact procedures defined by Customer and Motorola during the implementation process.

4.2.3.3.2 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by Customer to preserve system and network resources.

Motorola will provide Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

4.2.3.3.3 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed properly deployed and configured, and starts receiving data. During the tuning period, Motorola may make recommendations to Customer to adjust the configurations of their installed software so that Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will make best efforts to provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

Motorola Solutions Responsibilities

- Motorola will monitor the service and check in-scope assets are properly forwarding logs or events and that system scans are functioning. Motorola will notify the customer of any exceptions. Motorola will begin monitoring any properly connected, in-scope sources after the tuning period.
- Motorola will conduct initial tuning of the events and alarms in the service, as well as set up initial reports (User Access, Administration Events, and Configuration Findings Reports).

Customer Responsibilities

- Customer must provide appropriate connectivity for all in-scope assets to the service and address any exceptions noted by Motorola. Failure to do so will delay completion of future phases and will prevent Motorola from monitoring those sources.
- Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements. Customer must engage the SOC team in discussing the tuning approach and confirm the configurations requested.

4.2.3.4 Limitations and Exclusion

This Service excludes any incident response support actions outside those outlined within this SOW, such as those that require Motorola personnel to directly access Customer devices, travel, deploy new tools, or direct specific actions. These services may be obtained from Motorola through a separate proposal.

4.2.4 Scope Limitations & Clarifications

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this proposal. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns.

NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the United States (US) and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long not specifically identifying Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

4.3 Avigilon Fixed Video Cameras and Access Control Solution

4.3.1 Statement of Work - Inclusions & Exclusions

4.3.1.1 Motorola Responsibility

- Motorola to provide and install a turnkey CCTV video system to the City of Huntington Park.
- Motorola to provide all the necessary material for the installation.
- Motorola to provide all the necessary labor for the installation.
- Motorola to provide all the necessary training after installation is complete.
- All Cradlepoint Cell Router for remote locations included.

4.3.1.2 Customer Responsibility

- The City of Huntington Park to provide 120V power everywhere cameras/networking will be installed if it does not exist including poles and signs (for example, the pillar in front of City Hall with the monitors).
- The City of Huntington Park to provide Internet connectivity from each VMS site back to the Internet via fiber or cable modem or DSL.
- The City of Huntington Park will provide all MDF/IDF networking switches.
- The City of Huntington Park to provide all networking switches at the light poles.
- The City of Huntington Park to provide all SIM cards to be used in the Cradlepoint (wireless 5g).
- The City of Huntington Park to provide all painting, patching, bonds & fees.
- City to provide server racks, UPS systems with adequate power receptacles or power distribution units, network switches, and IP addresses.
- City Permits or associated fees are City's responsibility.
- City to provide IP addresses, passwords and network access.

4.4 CommandCentral Aware

4.4.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and or subscription services as described in this SOW and contract agreements.

4.4.2 Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

4.4.2.1 Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable.

As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

4.4.2.2 Project Roles and Responsibilities Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web- conference or other remote method in fulfilling its commitments as outlined in this SOW.

The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Consultant

The Motorola Consultant will work with the Customer project team on operationalizing the system into Customer's workflows and processes. The Consultant's responsibilities include the following:

- Provide education and guidance to the Customer on the use, operation, and integration of the system.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.

- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

- The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

4.4.3 Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.

- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan (CSP).

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts (SME or Super Users) are the core group of users involved with the Business Process Review (BPR) and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third party systems to which the Motorola system will interface.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

4.4.4 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third party systems the Customer operates which will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

4.4.5 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third party engagement/considerations (as applicable).
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Review the Implementation Packet.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.
- Collaborate with the Motorola Project Manager and set the Project Kickoff meeting date.

4.4.6 CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

4.4.6.1 Agency and User Setup

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

- Initial agencies and users have been configured.

4.4.6.2 Project Kickoff

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Responsibilities

- Conduct a project kickoff meeting.
- Validate key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Verify Customer Administrator(s) (as defined during Pre-Implementation Review) have access to the LXP and CommandCentral Admin Console.
- Obtain from Customer all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access.
- Request third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.

Customer Responsibilities

- Validate key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.

- Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third party licensing agreements.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e. IT Manager, CAD Manager, and any other key contact information as part of this project.
- Validate access to the LXP and CommandCentral Admin Console.
- Provide the information required in the Implementation Packet.

4.4.7 Contract Design Review (CDR)

4.4.7.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, validation plan, and contractual obligations of each party. Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Responsibilities

- Review the contract exhibits: Solution Description, Statement of Work, Aware Discovery Checklist (part of Solution Description) and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- Request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
- Review the information in the complete Implementation Packet.
- Grant Customer Administrator with access to CommandCentral Admin Console.
- Grant Customer LXP Administrator with access to the LXP.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Customer Responsibilities

- Project Manager and key Customer project team attend the meeting.
- Provide network environment information as requested.
- Provide shipping address and receiver name.
- Provide locations and access to the existing equipment that will be part of the CommandCentral system per contract.

Completion Criteria

- Delivery of CDR Summary report.

4.4.7.2 Interface Delivery Review

The objective of the interface delivery review is to discuss the user experience presented by each contracted interface, collect network information, API, and access credentials required to connect to third party systems, and document specific configuration parameters.

Motorola Responsibilities

- Discuss the need for additional information such as third party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces.
- Conduct reviews of the interface(s) to explain how each function as well as any dependency on third party API, SDKs, data schema and any internal and third party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.
- Add interface related details to the CDR Summary report.

Customer Responsibilities

- Provide all required third party API and SDK licensing and documentation for Customer's existing systems such as CAD and Video Management Systems.
- Make knowledgeable individuals available for the interface reviews.
- As applicable, test any existing equipment and/or any third party equipment with which Motorola equipment will interface to validate connectivity with the Motorola system.
- Discuss information on third party API, SDKs, data schema and any internal and third party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting so as not to impact the project schedule.
- Establish network connectivity between the CloudConnect Virtual Machine and all third party interface demarcations included as part of this project.

Completion Criteria

- Delivery of CDR Summary Report.

4.4.8 Environmental Design Considerations

The following environmental requirements must be met by Customer no later than the completion of the CDR in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Responsible for any electrical or infrastructure improvements required at the Customer's facility are the responsibility of the Customer.
- Provide backhaul equipment, installation, and support costs.

- Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is recommended for optimal performance. CommandCentral Aware workstations to support MS Windows 10 Enterprise. Customer will provide Antivirus software for the CommandCentral Aware client.
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Aware Solution Description; such as power and network requirements.

4.4.9 Hardware/Software Installation and Configuration

4.4.9.1 Procure and Ship Equipment

Motorola Responsibilities

- Procure contracted equipment in accordance with the equipment list.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival.

Customer Responsibilities

- Receive and store Motorola provided hardware.

Completion Criteria

- Equipment order is completed and ready to be shipped to Customer.

4.4.9.2 CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- Install Cloud Anchor Server in Customers' existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

- CloudConnect Virtual Machine configuration is complete.

4.4.9.3 Workstation Installation and Configuration

Motorola Responsibilities

- Verify remote access to workstation(s).
- Request IP address to target workstation(s).
- Configure contracted CommandCentral workstation(s).

Customer Responsibilities

- Provide a dedicated delivery point for receiving, inventory and storage of equipment.
- Receive and inventory contracted equipment (reference equipment list).
- Perform physical installation of the CommandCentral Solution workstations. Connect to power and network. Assign IP addresses for the network.
- Give assigned IP addresses of target workstation(s) to Motorola.
- Provide remote access to the CommandCentral Solution workstation(s).

4.4.10 Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

4.4.10.1 Interface Installation and Configuration

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third party vendors if and as required to facilitate connectivity and validating of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third party systems.
- Configure interfaces to support the functionality described in the Solutions Description.

- Demonstrate the interface usability in accordance with the Project Validation Plan.

Customer Responsibilities

- Act as liaison between Motorola and third party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third party systems to support Motorola's interface installation efforts.
- Provide network connectivity between CommandCentral Solution and the third party systems for interface installation and configuration. Act as liaison between Motorola and third party vendors or systems as required to establish connectivity with CommandCentral Solution.

Completion Criteria

- Interface and integration tasks are considered complete upon demonstration of the functionality.
- Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Solution to some third party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola is provided with information and access to systems Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

4.4.10.2 ASTRO 25 Location Integration

Motorola Responsibilities

- Configure connection between CloudConnect Virtual Machine and the existing ASTRO 25 Intelligent Middleware (IMW) system.
- Perform a remote IMW software upgrade (if required for compatible version).
- Configure IMW location reporting parameters. The location reporting configuration will include location on PTT, location on emergency, and location on demand.
- Install core and site licenses for enhanced data.
- Set Cadence Threshold in conjunction with Capacity Study results.
- Provision subscribers' software licenses as needed.

Customer Responsibilities

- Provide IMW system.
- Programming the subscriber fleet to support the Location on PTT functionality.

4.4.10.3 ASTRO 25 Location Integration

Motorola Responsibilities

- Install and configure LRRP Connector on customer specified hardware.
- Install core and site licenses for enhanced data.
- Set Cadence Threshold in conjunction with Capacity Study results.
- Provision subscribers' software licenses as needed.

Customer Responsibilities

- Provide location for LRRP Connector.
- Enable necessary traffic through firewalls, as specified by Motorola, for LRRP functionality.
- Programming the subscriber fleet to support the Location on PTT functionality.

4.4.10.4 Capacity Study

The objective of the Data Capacity Analysis is to verify that the Customer's ASTRO® 25 communication system is properly equipped, configured, and has the capacity to support ASTRO 25 data dependent Aware features, as described in the Solution Description. The results of the capacity analysis provide guidance for provisioning ARL and AMS features. A System Engineer will conduct the analysis of the existing ASTRO 25 system. If an ASTRO 25 system is in deployment, then the analysis will be performed on the contracted ASTRO 25 system design.

Motorola Responsibilities

- Collect and review as-built information about the ASTRO 25 system from the ASTRO 25 deployment team, System Manager, or Customer.
- Document any deficiencies in the ASTRO 25 system such as licenses, product versions, firmware versions, and system components required for PremierOne/CommandCentral ASTRO 25 integration.
- Gather current ASTRO 25 system architecture, configuration, product, and firmware versions, if Motorola- supported system.
- Collect 30 days of ATIA data from the production ASTRO 25 system.
- Analyze the ATIA data to determine the busy-hour voice load model.
- Collect CommandCentral provisioning parameters.
- Collect current incident usage statistics.
- Document the operation of ARL and AMS features including estimates of anticipated use.
- Analyze collected data and define a data load model based on the desired features and target configuration.
- Perform a voice and data capacity analysis using the Hydra ASTRO 25 modeling tool. Multiple scenarios will be considered in an effort to optimize the use of available RF channels to provide functionality, while maintaining the required voice Grade of Service (GoS).
- Prepare ASTRO 25 Capacity Analysis Report that describes any required ASTRO 25 system changes.

Customer Responsibilities

- Provide access to the ASTRO 25 Master Site for collection of ATIA and configuration data.
- Provide information on current ASTRO 25 system architecture, configuration, product, and firmware versions, and any planned changes to the ASTRO 25 system, if ASTRO 25 system is self-maintained.
- Provide information about the current subscriber types, quantities, and expected use.
- Provide information about any other current or planned users on the ASTRO 25 system.
- Identify all current and planned ASTRO 25 data applications (e.g. third party mapping applications, Radio Management).

- Review and discuss the Data Capacity Analysis report with Motorola.
- Complete any ASTRO 25 improvements or version upgrades necessary to support the solution as documented in the ASTRO 25 Capacity Analysis Report .
- Provide circuits and connectivity between the radio core, IMW, CEN, and CommandCentral system.

Motorola Deliverables

- ASTRO 25 Capacity Analysis Report.

4.4.10.5 CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

- Installation and configuration of the connection to the Customer mapping system (ArcGIS Online, ESRI ArcGIS Server, or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer- published GIS data.

Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer analysts.

4.4.11 CommandCentral Solution Provisioning

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

- Using the CommandCentral Admin Console, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

- CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

4.4.12 CommandCentral Online Training

Online training is made available to you via Motorola LXP. This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep

information current. This training modality allows the Customer to engage in training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. Notify the Customer 24 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola- managed content.
- Monitor the Learning Subscription server. Provide support for server incidents.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

4.4.13 Functional Demonstration

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features; i.e. map display, location updates, video display and/or interface and integrations.

- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

Completion Criteria

- Conclusion of the functional demonstration.

4.4.14 System Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led. Training delivery methods vary depending on course content and offer.

4.4.14.1 Learning eXperience Portal (LXP Online Training)

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them.

Motorola Responsibilities

- Configure a Customer specific portal view.
- Create learner access account to the portal for each user name provided by Customer.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and email addresses for each learner.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.

4.4.14.2 Instructor-Led Training Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver Remote Training.
- Deliver On-Site Training.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations.

Customer Responsibilities

- Supply classroom, one login per attendee, and one workstation per attendee.

- Designate a single point of contact who will work with Motorola to ensure training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

Motorola Deliverables

- Electronic versions of Training Materials.
- Attendance Rosters.

4.4.15 Completion Milestone

Following the conclusion of delivery of the functional demonstration the project is considered complete and the completion milestone will be recognized.

4.4.16 Transition to Support and Customer Success

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.

Section 5

Pricing

5.1 Pricing Summary

Description	List Price	Sale Price (Sourcewell Contract)
Flex CAD/RMS/Non-Custodial Booking Solution (Hardware/ Software/ Services)	\$1,244,575.56	\$1,120,118.00
Avigilon Video Management Solution (Hardware/ Software/ Services)	\$1,689,603.38	\$1,520,643.04
Avigilon Access Control Solution (Hardware/ Software/ Services)	\$642,495.62	\$578,246.06
CommandCentral Aware (Hardware/ Software/ Services)	\$156,936.67	\$141,243.00
Rave Mobile Reach	\$4,500.00	\$4,275.00
SOLUTION TOTAL		\$3,364,525.10
<i>Bundle Solution Discount</i>		<i>(\$134,581.00)</i>
<i>Additional Customer Loyalty Discount (valid until 8/30/2024)</i>		<i>(\$100,935.75)</i>
FINAL SALE PRICE		\$3,129,008.35
<i>Estimated Sales Tax on Equipment 10.25 %</i>		<i>\$50,627.00</i>
Year 2 (Flex Suite, Avigilon, CC Aware, Rave) - <i>Subscription, Maintenance and Support</i>		\$197,509.00
Year 3 (Flex Suite, Avigilon, CC Aware, Rave) - <i>Subscription, Maintenance and Support</i>		\$200,643.00
Year 4 (Flex Suite, Avigilon, CC Aware, Rave) - <i>Subscription, Maintenance and Support</i>		\$203,902.00
Year 5 (Flex Suite, Avigilon, CC Aware, Rave) - <i>Subscription, Maintenance and Support</i>		\$207,292.00

Description	Sale Price
Cybersecurity ActiveEye Solution (OPTIONAL)	\$81,503.84
Year 2 - Cybersecurity ActiveEye Solution	\$67,655.47
Year 3 - Cybersecurity ActiveEye Solution	\$71,038.24
Year 4 - Cybersecurity ActiveEye Solution	\$74,590.15
Year 5 - Cybersecurity ActiveEye Solution	\$78,319.66

5.2 Terms and Conditions

Pricing is in U.S. Dollars and valid until the quote expiration date unless stated otherwise.

Pricing and specifications are subject to change without notice.

Pricing Assumptions:

- Pricing for this solution offer is valid for 60 days from the date of this proposal.
- First year of maintenance for all selected software is included in the Year 1 purchase price.
- This proposal supports a standard "Train-the-Trainer" training approach.
- Cabling, capital improvements, and power consumption considerations to the installation environment that may be required to support the solution are the responsibility of the customer.
- Customer will provide adequate server room, power, HVAC, network backhaul, workstation hardware, laptops, handheld devices, OS and other software required for the solution.

5.2.1 Payment Milestones

Contract Price. The Contract Price in U.S. dollars is \$_____.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones:

Flex Suite:

1. 30% of the Contract Price for Flex Suite due upon Contract Execution (due upon effective date);
2. 30% of the Contract Price for Flex Suite due upon Delivery of System Hardware & Application of Software;
3. 15% of the Contract Price for Flex Suite due upon Installation;
4. 15% of the Contract Price for Flex Suite due upon Go-Live; and
5. 10% of the Contract Price for Flex Suite due upon Final Acceptance.

Avigilon Video Management Solution:

1. 25% of the Contract Price for Avigilon Access Control due upon Contract Execution (due upon effective date);
2. 45% of the Contract Price for Avigilon Access Control due upon Shipment;
3. 20% of the Contract Price for Avigilon Access Control due upon Installation; and
4. 10% of the Contract Price for Avigilon Access Control due upon Final Acceptance.

Avigilon Access Control Solution:

1. 25% of the Contract Price for Avigilon Access Control due upon Contract Execution (due upon effective date);
2. 45% of the Contract Price for Avigilon Access Control due upon Shipment;
3. 20% of the Contract Price for Avigilon Access Control due upon Installation; and
4. 10% of the Contract Price for Avigilon Access Control due upon Final Acceptance.

Command Central Aware Solution:

1. 25% of the Contract Price for CommandCentral Aware due upon Contract Execution (due upon effective date);
2. 25% of the Contract Price for CommandCentral Aware due upon Shipment;
3. 25% of the Contract Price for CommandCentral Aware due upon Installation; and
4. 25% of the Contract Price for CommandCentral Aware due upon Final Acceptance.

Rave Solution:

1. 100% of year 1 price due upon contract execution.

Years 2-5 of each solution will be invoiced annually in advance of each year of the plan in accordance with Table 5.1.

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Tax

Unless otherwise noted, this proposal excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax Customer is subject to will be added to invoices.

5.2.2 Invoicing and Shipping Addresses

Invoices will be sent to Customer at the following address:	
Name:	
Address:	
Phone:	
Email:	
Address of Ultimate Destination for Equipment to be Delivered to Customer:	
Name:	
Address:	
Equipment Shipped to Customer at the following address:	
Name:	
Address:	
Phone:	

Section 6

Contractual Documentation

Motorola Solutions has provided a Sourcewell Motorola Solutions Customer Agreement and Exhibits on the following pages.

Sourcewell Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Motorola radio communications equipment and services (Public Safety Software);

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”);

WHEREAS, on July 4, 2021, Sourcewell and Motorola entered into a contract identified as 042021-MOT, (“042021-MOT”), which provides that Participating Entities may purchase technology and hardware solutions (Public Safety Technology and Hardware Solutions) from Motorola pursuant to certain terms contained therein;

WHEREAS, on July 23, 2021, Sourcewell and Motorola entered into a contract identified as 051321-MOT, (“051321-MOT”), which provides that Participating Entities may purchase software and equipment (Public Safety Software) from Motorola pursuant to certain terms contained therein; and

WHEREAS, pursuant to Article 6.B of 042021-MOT and 051321-MOT (collectively referred to as the “Sourcewell Contracts”), Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of Public Safety Technology and Hardware Solutions and Public Safety Software from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

Sourcewell Motorola Customer Agreement	1	
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2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized

Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a “**Change Order**”). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA (“**Term**”) will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola’s ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the “**Fees**”), which includes the respective Sourcwell administrative fees, will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Motorola will pay Sourcwell’s administrative fee

in accordance with the payment terms of the Motorola/Sourcwell Contracts. Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law.

4.4. Materials And Labor Price Increase. In the event that there are significant increases in the prices that Motorola pays for materials and supplies for the work to be performed between the date the Agreement is signed and the date that materials are purchased for the work to be performed, Motorola shall be entitled to additional compensation from Customer as described herein. A significant increase in price is defined herein as an increase as to any specific items of materials of three percent (3%) or more from original proposal. In such a case, Customer shall pay to Motorola, on request, all sums by which the cost to Motorola for any such items of materials has increased beyond 3%. This would apply, but not be limited to price increases in any components included in the Bill of Materials or Scope of Work as well as manufactured products and equipment or third party manufactured products and equipment. Motorola shall not be responsible for increased prices of materials when caused by delays, shortages or unavailability of materials due to conditions not caused by Contractor. Any pricing change would be documented in a change order executed with the Customer.

4.5. Inflation Adjustment. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has

been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and

Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable

Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable.

6.4. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations

for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Content, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola will give Customer prompt, written

notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “**MOTOROLA PARTIES**”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER’S OR ANY AUTHORIZED USER’S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser’s Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser’s written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information for use only in case of a dispute concerning this Agreement and (b) Confidential Information that has been automatically stored in accordance with Recipient’s standard backup or recordkeeping procedures, provided, however that Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No

license, express or implied, in the Confidential Information is granted to the Recipient other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. **Motorola Use of Customer Data.** To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. **Collection, Creation, Use of Customer Data.** Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. **Sub-processors.** Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond

expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

10.8. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the

exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not

constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Customer Contact and Payment Milestones Addendum

CUSTOMER CONTACT

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:

Address:

Phone:

Email:

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name:

Address:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name:

Address:

Phone:

PAYMENT MILESTONES

Contract Price. The Contract Price in U.S. dollars is \$_____.

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the below milestones. Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment

Payment for the System purchase will be in accordance with the following milestones:

Flex Suite:

1. 30% of the Contract Price for Flex Suite due upon Contract Execution (due upon effective date);

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2. 30% of the Contract Price for Flex Suite due upon Delivery of System Hardware & Application of Software;
3. 15% of the Contract Price for Flex Suite due upon Installation;
4. 15% of the Contract Price for Flex Suite due upon Go-Live; and
5. 10% of the Contract Price for Flex Suite due upon Final Acceptance.

Avigilon Video Management Solution:

1. 25% of the Contract Price for Avigilon Access Control due upon Contract Execution (due upon effective date);
2. 45% of the Contract Price for Avigilon Access Control due upon Shipment;
3. 20% of the Contract Price for Avigilon Access Control due upon Installation; and
4. 10% of the Contract Price for Avigilon Access Control due upon Final Acceptance.

Avigilon Access Control Solution:

1. 25% of the Contract Price for Avigilon Access Control due upon Contract Execution (due upon effective date);
2. 45% of the Contract Price for Avigilon Access Control due upon Shipment;
3. 20% of the Contract Price for Avigilon Access Control due upon Installation; and
4. 10% of the Contract Price for Avigilon Access Control due upon Final Acceptance.

Command Central Aware Solution:

1. 25% of the Contract Price for CommandCentral Aware due upon Contract Execution (due upon effective date);
2. 25% of the Contract Price for CommandCentral Aware due upon Shipment;
3. 25% of the Contract Price for CommandCentral Aware due upon Installation; and
4. 25% of the Contract Price for CommandCentral Aware due upon Final Acceptance.

Rave Solution:

1. 100% of year 1 price due upon contract execution.

Years 2-5 of each solution will be invoiced annually in advance of each year of the plan in accordance with Table 5.1.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

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Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola’s premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

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3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

Equipment Purchase and Software License Addendum V.2023.02.20	3	
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6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER’S OR ANY AUTHORIZED USER’S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

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Data Processing Addendum

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Master Customer Agreement (“MCA” or “Agreement”) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the MCA or any Schedule, Annex or other addenda to the MCA, this DPA must prevail.

When Customer renews or purchases new Products or Services, the then-current DPA must apply and must not change during the applicable Term. When Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that must apply to Customer’s use of those new features or supplements.

1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

“**Customer Data**” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

“**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

“**Data Protection Laws**” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“**Data Subjects**” means the identified or identifiable person to whom Personal Data relates.

“**Metadata**” means data that describes other data.

“**Motorola Data**” means data owned by Motorola and made available to Customer in connection with the Products and Services.

“**Personal Data**” or “**Personal Information**” means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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“Security Incident” means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

“Service Use Data” means data generated about the use of the Products and Services through Customer’s use or Motorola’s support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

“Sub-processor” means other processors engaged by Motorola to Process Customer Data which may include Personal Data.

“Third Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services.

2. Processing of Customer Data

2.1. Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.

2.2. Motorola’s Processing of Customer Data. Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3. Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4. Disclosure of Processed Data. Motorola must not disclose to or share any Customer Data with any third party except to Motorola’s sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law. Motorola must ensure that its personnel are subject to a duty of

confidentiality, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

2.5. Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws. Customer agrees that it has implemented administrative, physical and technical safeguards for Customer's environment and operations that are no less rigorous than accepted industry practices and shall ensure that all such safeguards comply with applicable data protection and privacy laws. Customer agrees that Motorola shall not be liable for any Security Incident arising from Customer's breach of this requirement.

2.6. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this Agreement and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors.

4. Third-Party Data and Motorola Data. Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws ; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may

suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

6.1. Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2. Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola must use its reasonable endeavours to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at a URL provided to Customer in **Annex III**; (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this Addendum; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

6.3. Data Subject Requests. Motorola must, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola must provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer must respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer must be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it must not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this Addendum and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola agrees to amend as necessary its agreement with Customer to permit transfer of Personal Data from Motorola to Customer. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security. Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers, suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or

otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of a Motorola's applicable most recent third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 certification, in order that Customer may reasonably verify Motorola's compliance with national standards.

11.3 Audit Process. Customer must provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits must be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed. The audit must not unreasonably interfere with Motorola's day to day operations. An audit must be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer must mutually agree upon the time, and duration of the audit. Motorola must provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer must, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

12.1. HIPAA Business Associate. If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

12.2. FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

12.3. CJIS. Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4. CCPA / CPRA. If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA") and/or the California Privacy Rights Act ("CPRA") (collectively referred to as the "California Privacy Acts"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any "sale" exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act's definition of personal data. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

12.5 CPA, CTDPA, VCDPA. If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), or the Virginia Consumer Data Protection Act ("VCDPA") Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation.

Motorola Contact. If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.

Name: ...

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Controller

2.

...

Data importer(s): *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1.

Name: Motorola Solutions, Inc.

Address: ...

Contact person's name, position and contact details: ...

Activities relevant to the data transferred under these Clauses: ...

Signature and date: ...

Role (controller/processor): Processor

2. ...

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B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

Categories of personal data transferred

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);

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- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or

- Any other personal data identified under applicable law or regulation.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialized training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

Data may be transferred on a continuous basis during the term of the MCA or other agreement to which this DPA applies.

Nature of the processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

Purpose(s) of the data transfer and further processing

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

Data retention is governed by Section 10 of this Data Processing Addendum

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Transfers to sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the MCA and applicable Ordering Documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such sub-processors must be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymization and encryption of personal data

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymization.

Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns to the NIST Cybersecurity Framework as well as ISO 27001.

Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident

Security Incident Procedures Motorola Solutions maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity,

availability, and security of Customer Data, including personal information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

Measures for user identification and authorization

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least eight characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned and distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including personal information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

Measures for the protection of data during transmission

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any sub-processors. Further, protection of data in transit is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for the protection of data during storage

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

Measures for ensuring physical security of locations at which personal data are processed

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including personal information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

Measures for ensuring personnel security

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

Security and Privacy Awareness. Motorola must ensure that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data and Personal Data. This must include, but not be limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic Information security training, privacy training, and business ethics training for all employees and contract resources

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

Measures for ensuring events logging

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at https://www.motorolasolutions.com/en_us/about/trust-center/security.html

Measures for certification/assurance of processes and products

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

Measures for ensuring data minimization

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimization. Further, Motorola Solutions

conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimization.

Measures for ensuring data quality

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

Measures for ensuring limited data retention

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for personal data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

Measures for ensuring accountability

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to both the Nymity Privacy Management and Accountability Framework and NIST Privacy Framework. The Privacy Program is audited annually by Motorola Solutions Audit Services.

Measures for allowing data portability and ensuring erasure

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

For transfers to (sub-) processors

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

LIST OF SUB-PROCESSORS

EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorization of sub-processors. The controller has authorized the use of the following sub-processors:

1.

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorized): ...

2.

...

Software Products Addendum

This Software Products Addendum (this “**SPA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. Software Systems; Applicable Terms and Conditions.

2.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such

Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

3. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

4. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that

includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

6. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

7. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

9. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at www.motorolasolutions.com/legal-flow-downs. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“**CAD**”) or Records Products under this SPA.

11.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

11.2. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“**CJIS**”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

12. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

12.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

12.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

12.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

12.4. Maintenance. Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer’s employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the

evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in

the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. The parties acknowledge that pricing for Cyber Services is dependent on the full term or subscription periods specified in any such Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

5.3. Customer Data. For avoidance of doubt, for Cyber Services so long as not specifically identifying the Customer, "Customer Data," as defined in the MCA, shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services

5.4. Future Regulatory Requirements. The Parties acknowledge and agree that Cyber Service is an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

6.2. Direct Damages. For avoidance of doubt, notwithstanding the limitation set out in Section 8.2 of the MCA, the direct damages limitation for Cyber services provided under this SSA and limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this SSA, even if such Services are offered or bundled with other Motorola services.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Flex Maintenance and Support Addendum

This Flex Maintenance and Support Addendum ("Addendum"), is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Customer").

For good and valuable consideration, the parties agree as follows:

Section 1: Definitions

- 1.1 **"Coverage Hours"** means the hours between 5:00 a.m. and 6:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Motorola.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Motorola to Customer. Documentation does not include Motorola marketing materials.
- 1.3 **"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Motorola may designate Enhancements as minor or major, depending on Motorola's assessment of their value and of the function added to the preexisting Software.
- 1.4 **"Error"** means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Motorola, subject to the exceptions set forth in Section 4.
- 1.5 **"Error Correction"** means either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.6 **"Primary Agreement"** means the agreement to which this Addendum is attached.
- 1.7 **"Releases"** means new versions of the Software, including all Error Corrections and Enhancements.
- 1.8 **"Response Time"** means six (6) or less Coverage Hours, from the time Customer first notifies Motorola of an Error until Motorola initiates work toward development of an Error Correction.
- 1.9 **"Software"** means the package of Motorola computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, initially or subsequently licensed by Customer. Software also includes all Utilities, modifications, new Releases and Enhancements. "Software" specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Addendum.
- 1.10 **"System Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Motorola, pursuant to the procedures

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set forth in Section 6 hereof, and is able to communicate effectively with Motorola support personnel in the description and resolution of problems associated with the Software.

- 1.11 **“Support Term”** means the entire period during which Customer is receiving support services for the Software under the terms of this Support Addendum, beginning on the installation date of the Software. Support services are included during the Software’s Warranty Period, as defined in Section 6.1 of Motorola’s Software License Agreement, which is the “Initial Support Term.” Thereafter, the Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the Software License.
- 1.12 **“Third Party Software”** means software owned by third parties, whether (i) licensed by the third party to Motorola for distribution to Motorola’s customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.13 **“Utilities”** means the software utilities and tools provided by Motorola as part of the Software, including Motorola’s XML Query, ODBC interface and implementation code, ctpperl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

Section 2: Eligibility For Support

- 2.1 **Support Termination.** Motorola’s obligation to provide the support and maintenance services described in this Support Addendum with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Motorola’s discretion, if at any time during the term of this Support Addendum any of the following requirements are not met:
- 2.1.1 The Software License must remain valid and in effect at all times;
- 2.1.2 The Software must be operated on a hardware platform, operating system and version approved by Motorola; and
- 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 **SAA Replacement.** Motorola may require Customer to appoint a new Motorola Application Administrator (“SAA”) in order to continue receiving support services or increase Customer’s support fees, if Motorola reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Motorola support personnel.

Section 3: Scope of Services

During the Support Term, Motorola shall render the following services in support of the Software, during Coverage Hours:

- 3.1 **Support Center.** Motorola shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software.

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- 3.2 **Services Staff.** Motorola shall maintain a trained staff capable of rendering support services set forth in this Support Addendum.
- 3.3 **Error Correction.** Motorola shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Motorola in accordance with Motorola's standard reporting procedures. Motorola shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Motorola shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction and Motorola shall include the Error Correction in all subsequent Releases of the Software. Motorola supports two (2) versions back from the most recent release version. However, Motorola may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.
- 3.4 **Software Releases.** Motorola may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Motorola so elects, major Enhancements. Motorola reserves the right to require additional license fees for major Enhancements. Motorola shall provide Customer with one copy of each new Release, without additional charge. Motorola shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Motorola's current Fee Schedule.
- 3.5 **Enhancements.** Motorola shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Motorola and Customer.

Section 4: Services Not Covered by this Support Addendum

The services identified in this section are NOT covered by this Support Addendum. Motorola strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Motorola products. Motorola may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 **Third Party Products.** Motorola will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Motorola may in its discretion provide first-line support for Third Party Software distributed by Motorola; if not, Motorola will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 **Customized Interfaces and Software.** Motorola's standard support does not include support for any custom interfaces or other customized Software developed by Motorola or any third party for Customer. Support and maintenance services for customized Software are subject to an additional support fee, if agreed in writing between the parties. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable

third party software. Custom interfaces and support therefore are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Motorola to modify the custom interface to work with the new version of the third party software or system. Motorola's support fees may also differ for the new version of the custom interface.

- 4.3 **Network Failures.** Motorola will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Motorola's standard support does not include restoration and/or recovery of data files and/or the operating system. Motorola will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.5 **Unauthorized Use.** Motorola will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Motorola to Customer for use in connection with the Software. Any assistance provided by Motorola in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Motorola's sole option, in avoidance of warranties, an increase in the annual maintenance and support fees under this Support Addendum, and/or loss of rights to upgrades under this Support Addendum.
- 4.6 **Database Modifications.** Motorola will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.7 **Misuse or Damage.** Motorola will not provide support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Motorola, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.
- 4.8 **Operating System.** Motorola is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Motorola are subject to additional charges, as set forth in Section 7.5.

- 4.10 **Printers.** Motorola is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Motorola.

Section 5: Obligations of Customer

- 5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Motorola, a CJIS-approved broadband internet connection to the server used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Motorola support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Motorola equipment, cannot be required by Customer.
- 5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Motorola representative arrives onsite, the Motorola representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Motorola's expenses relating to the visit. If Motorola's on-site support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.
- 5.3 **English Language.** All communications between Customer and Motorola must be in the English language.
- 5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Motorola Application Administrators as described in Section 6 hereof. At least one authorized representative, identified to Motorola by Customer in writing with contact information, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Motorola.
- 5.5 **Security.** Customer is responsible for providing all network and server security.
- 5.6 **Error Information.** Customer must provide Motorola with information sufficient for Motorola to duplicate the circumstances under which an Error in the Software became apparent.
- 5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Motorola will reasonably cooperate with Customer in connection therewith.

Section 6: SAA and Support Contact Requirements

- 6.1 **Certification.** Customer's designated SAA must be certified by Motorola within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:

Flex Maintenance and Support Addendum	5	
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6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:

- i. System Introduction – Inquiry,
- ii. System Introduction – Data Entry & Modification,
- iii. Basic System Administration, and
- iv. General training applicable to the Software used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.

6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.

6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Motorola's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Motorola's support department.

6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

7.1 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Motorola the applicable support fees or Motorola support invoice, and any other charges or fees described herein. Motorola reserves the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period.

7.2 **Support Fee Invoices.** Motorola shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.

7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.

7.4 **After-Hours Charges.** Customer agrees to pay additional charges according to the Motorola Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

- 7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Motorola for all labor, travel, and related expenses incurred by Motorola in providing such support services.
- 7.6 **Additional Fees.** Additional support fees may be required by Motorola if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Motorola may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 hereof.
- 7.6.1 **Inflation Adjustment.** At the end of the first year of the Addendum and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 8: Termination

- 8.1 **Automatic Termination.** This Support Addendum shall automatically terminate immediately upon termination of the Software License for any reason.
- 8.2 **Termination by a Party.** Either party may terminate this Support Addendum as follows:
- 8.2.1 If either Motorola or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Addendum at the end of such Support Term; or
- 8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Addendum and the offending party has not cured such breach within the 30-day notice period.
- 8.3 **Final Invoicing upon Termination.** Following termination of this Support Addendum, Motorola shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.

Section 9: General

- 9.1 **Incorporation of Additional Terms.** The terms of Section 2.1 (Products); Section 6.5 (Warranty Disclaimer); Section 8 (Limitation of Liability); Sections 9 & 10 (Confidentiality and Proprietary Rights); Section 12 (Disputes); and all of the General provisions in Section 13 are hereby incorporated into this Agreement by reference.

END

AVIGILON CORPORATION

ACCESS CONTROL MANAGER (ACM) software

ACM Embedded Controller (ACM EC) software

Terms and Conditions of Use

IMPORTANT - PLEASE READ CAREFULLY: These terms ("Agreement") constitute a legal agreement between you (either an individual person, the company, or the organization that has licensed this software, who will be referred to as "Licensee", "You" and, where appropriate, "Your") and Avigilon Corporation for the Avigilon software product and related materials that accompany this agreement. By clicking the "Accept" button, opening the package, downloading the product, using the equipment that contains this software, or otherwise using this software, You acknowledge that You have read, understand, and agree to become bound by the terms of this agreement.

If You do not agree with the terms of this agreement, do not install and/or use the software or equipment containing the software; instead, You should return the software to Your place of purchase for a full refund. If You do not have the authority to bind the Licensee to these terms, do not install and/or use the software or equipment containing the software.

1. Definitions

1.1 "Appliance Products" means all computer hardware, access control components and accessories purchased from the Company and utilized in conjunction with the Software.

1.2 "Authorized Systems" means computer systems and related Appliance Products purchased by Licensee, and authorized pursuant to the Documentation, and shall be further limited to systems owned, operated or under the supervision and control of Licensee.

1.3 "Authorized Users" means persons authorized by the Licensee to install, operate or use the Software.

1.4. "Company" means Avigilon Corporation with an address at Suite 378, 101-1001 West Broadway, Vancouver, British Columbia, Canada, V6H 4E4, and its affiliates.

1.5 "Documentation" means Company's standard user manuals and/or related documentation respecting the Software

1.6 "Equipment" means computer systems and related Appliance Products purchased by Licensee, and authorized pursuant to the documentation provided with this Software, and shall be further limited to systems owned, operated or under the supervision and control of Licensee.

1.7 "Licensee" means the employer, company or other legal entity, on behalf of which You enter into this Agreement; provided that You have the legal authority on behalf of such employer, company or other legal entity to bind the employer, company or other legal entity to the terms and conditions of this Agreement; provided further that in the event that You do not, then You and the Licensee shall not be authorized to use the Software and any use shall constitute a violation of law.

1.8 "Software" means the Avigilon Access Control Manager ("ACM") or the Avigilon Access Control Manager Embedded Controller ("ACM EC") packaged computer program and patches, including upgrades, updates and new releases, in object code and related documentation that is provided along with this Agreement.

1.9 "Third Party Components" means all third party code, software, and APIs, including third party code included or embedded in the Software and components referenced in the delivered file ACM THIRDPARTYLICENSE.TXT or in any file entitled "README", "COPYING", "COPYRIGHT", "LICENSE", "AGREEMENT " or a substantially similar title (any such file referred to herein as a "README FILE"), included with the Software or a fix pack or update to the Software.

1.10 "You" (and where appropriate "Your") means the person accepting this Agreement on behalf of the Licensee and for him/herself, consistent with the preamble to this Agreement.

2. License

2.1 Subject to the terms and conditions of this Agreement, Company hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable right and license to install and operate the Software on one (1) or more Authorized Systems, solely in accordance with applicable Documentation provided by Company, solely for use by Authorized Users, and solely for Licensee's internal business purposes. Each copy of the Software is licensed for use within the scope provided for by the license key or written permission.

2.2 Subject to the terms and conditions of this Agreement, Company hereby grants to Licensee a non-exclusive, non-transferable, non-sublicenseable right and license to make a reasonable number of copies of the Documentation provided by Company, solely for use by Authorized Users in connection with the exercise of rights granted in Section 3.1.

2.3 Licensee acknowledges and agrees that it shall be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User, which, if undertaken by Licensee, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee. Licensee shall undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement as applicable to such Authorized User's use of the Software, and shall cause Authorized Users to comply with such provisions.

2.4 Delivery of one (1) copy of each of the Software and the Documentation shall be deemed complete upon download of the Software and

Documentation, or receipt by Licensee of media upon which the Software and Documentation are digitally stored, and such download or receipt (as the case may be) shall constitute acceptance by Licensee of the Software and Documentation. Unless otherwise agreed between the Parties in a separate written agreement, Company shall have no obligation to install or configure the Software for or on behalf of Licensee.

2.5 Licensee may not and may not have any third party copy, reproduce, modify or otherwise adapt the Software, including for the purposes of correcting any errors thereof, translate, disassemble, decompile or reverse engineer the Software or perform any other act in order to reconstitute the source code, for itself or on behalf of any third party, company or legal entity. All rights not expressly granted herein are reserved by Company.

2.6 It is Licensee's responsibility to provide the adequate hardware and software equipment necessary to ensure the proper functioning of the Software.

2.7 No software component integrated into the Software can be used independently of the Software except if Licensee has been granted independent rights of use for the software components under a separate written license agreement with Company.

2.8 Licensee will not use the Software or Documentation for any purposes beyond the scope of the licenses granted in this Agreement.

2.9 Without limiting the generality of the foregoing, Licensee will not (i) authorize or permit use of the Software or Documentation by persons other than Authorized Users; (ii) market or distribute the Software or Documentation; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee's rights under the licenses granted herein; (iv) use the Software in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; (v) modify the Software or Documentation, except with the prior written consent of Company; (vi) combine or integrate the Software with hardware, software or technology not provided to Licensee by Company hereunder, provided that use of the standard application programming interface of the Software, as contemplated in the Documentation, will not be considered to violate the foregoing; or (vii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Software is compiled or interpreted, and Licensee hereby acknowledges that nothing in this Agreement shall be construed to grant Licensee any right to obtain or use such source code.

3. Ownership of copyright - indemnification

3.1 Company retains all exclusive right, title, interest and ownership in and to the Software and components and all derivative works, modifications, and extensions thereto, no matter by whom such is created as well as any patent, trademark or copyrights associated with the Software and components and all derivative works, modifications, and

extensions thereto and its related documentation (the "Works"). Additionally, this Agreement does not grant You any rights in connection with any trademarks of the Company.

3.2 In the event any such Works do not fall within the specifically enumerated works that constitute works made for hire under the applicable copyright or patent laws, Licensee hereby, on its own behalf and on behalf of any entity that it is contracting with, irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such Works to Company, including, without limitation, all copyright, patent rights, trade secrets, trademarks, moral rights and all other applicable proprietary and intellectual property rights. Licensee shall not, nor permit the entity on whose behalf You act, otherwise copy, translate, modify, decompile, disassemble, reverse engineer or adapt in any manner the Software, except as specifically authorized under applicable laws or by Company in writing; provided that where Company has specifically granted Licensee in writing the right to use the Software in order to deliver Software components that are executable and as source code specifically for the purpose of customizing Licensee's own dashboard and tools, Licensee may use the Software for that specific purpose.

3.3 If an action is brought against Licensee claiming that the Software infringes a patent or copyright, Company will defend Licensee at Company's expense and, subject to this section and Section 7, pay the damages and costs finally awarded against Licensee in the infringement action, but only if (1) Licensee notifies Company immediately upon learning that the claim might be asserted, (2) Company has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (3) Licensee takes no action that, in Company's judgment, is contrary to Company's interest. This indemnity is not provided to the extent excluded under Section 5 below.

3.4 If a claim described in the above section may be or has been asserted, Licensee will permit Company, at Company's sole option and expense, to (1) procure the right to continue using the Software, (2) replace or modify the Software to eliminate the infringement while providing functionally equivalent performance, or (3) accept the return of the Software and refund to Licensee an amount equal to the pro-rata portion of the license price actually paid by Licensee over the period the Software could not be used.

4. Third Party Components

4.1 Notwithstanding the terms and conditions of any other agreement the Licensee may have entered into with Company, whether orally or in writing, the following terms and conditions apply to all Third Party Components.

4.2 The Software and future updates and fix packs to the Software may contain certain Third Party Components which are provided to Licensee under terms and conditions which are different from this Agreement, or which require Company to provide Licensee with certain notices and/or information. The Third Party Component will contain or be accompanied by its own license agreement set out in the applicable delivered file as per

Section 2.8, or included among the Software's paper documentation, if any.

4.3 Licensee's use of each Third Party Component which contains, or is accompanied by, its own license agreement, or for which Company has identified a license agreement in a delivered file as per Section 2.8 (or in a file or files referenced therein), will be subject to the terms and conditions of such other license agreement, and not this Agreement.

4.4 By using or not uninstalling such Third Party Components after the initial installation of such Third Party Components (thereby giving You access to the applicable license agreements, notices and information), Licensee acknowledges and agrees to all such license agreements, notices and information, including those provided only in the English language. Licensee agrees to review any updated delivered files as per Section 2.8, which accompany updates and fix packs to the Software.

4.5 All Third Party Components are provided on an "AS IS" basis. Company DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND CONDITIONS INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF NON-INFRINGEMENT, AGAINST LATENT DEFECTS, OR INTERFERENCE, AND THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, UNSATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE. Company will not be liable to You, or indemnify You, for any claims related to the Third Party Components and Company will not be liable for any direct, indirect, incidental, special, exemplary, punitive or consequential damages with respect to the Third Party Components.

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5.2 COMPANY DOES NOT WARRANT OR REPRESENT THAT THE SOFTWARE (A) OPERATES OR WILL OPERATE ERROR FREE OR UNINTERRUPTED; (B) WILL OPERATE IN COMBINATION WITH ANY SOFTWARE, HARDWARE OR OTHER COMPONENT WHICH MAY BE SELECTED FOR USE BY LICENSEE; OR (C) HAS OR WILL HAVE ALL PROGRAM DEFECTS CORRECTED.

5.3 THE SOFTWARE AND RELATED APPLIANCE PRODUCTS ARE NOT DESIGNED, MADE, CONCEIVED AND/OR LICENSED FOR USE IN DANGEROUS OR HAZARDOUS ENVIRONMENTS, NOR DOES THE SOFTWARE ENSURE THAT THERE WILL BE NO SECURITY BREACHES. LICENSEE AGREES AND LICENSEE ACKNOWLEDGES THAT IT WILL PROCURE INSURANCE COVERAGE FOR THE PURPOSE OF PROTECTING IT AGAINST ALL RISKS RELATING TO LOSSES ASSOCIATED WITH SECURITY OR SAFETY BREACHES, VIOLATIONS, OR ISSUES. Any product description (whether in specifications, samples, models, bulletin, drawings, diagrams, engineering sheets, or similar materials used in connection with the Licensee's order) are for the sole purpose of identifying the Software or Appliance Products and shall not be construed as an express warranty or

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6. Limitation of liability

6.1 UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON LICENSEE'S CLAIMS OR THOSE OF ITS USERS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE SOFTWARE, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS) ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR IN TORT OR OTHERWISE.

6.2 IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH COMPANY MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY LICENSEE FOR THE SPECIFIC SOFTWARE THAT DIRECTLY CAUSED THE DAMAGE. THIS SECTION SHALL NOT APPLY TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY EXCLUDES ITS ENFORCABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

7. Confidentiality

7.1 Licensee acknowledges that the Software incorporates confidential information developed or acquired by or licensed to Company. The confidential information includes without limitation, source code, object code, interfaces, APIs, dashboards, and all components of the Software. Licensee agrees that it will not use the Software and any confidential information provided therein, except for authorized use as specifically provided herein, that it shall not disclose to any third party nor permit any other to disclose the Software and any confidential information to any person or entity that is not a Licensee as defined herein, and agrees to take all reasonable precautions necessary to safeguard the

confidentiality of the Software and any confidential information provided therein.

8. Termination

8.1 Upon termination of this Agreement for any reason, all rights granted to Licensee hereunder shall cease, and Licensee shall destroy all copies of the Software, and at Company's request certify such destruction in writing.

8.2 The provisions of Sections 4.1, 4.2, 6, 7, 8, 12 and any payment obligations will survive the termination of this Agreement.

9. Assignment

9.1 Licensee shall not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without Company's prior approval, which it may withhold at its sole discretion. Any assignment, delegation or transfer in violation of this clause shall be deemed null and void.

9.2 Company shall have the right to immediately terminate this Agreement and any licenses contained herein at any time if Licensee changes controls pursuant to the acquisition, through sale, merger or otherwise of more than 50% of its shares or voting rights.

10. U.S. GOVERNMENT RESTRICTED RIGHTS

10.1 This Section only applies if the end user is a department, agency, or instrumentality of the government of the United States of America. The Software and Documentation are "Commercial Items", as that term is defined at FAR 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in FAR 12.212 or DFAR 227.7202 (as applicable), and: (a) were developed at private expense prior to provision to any U.S. Government entity; and (b) are provided with "restricted rights" and under licenses customarily provided to the public to the extent such licenses are consistent with U.S. federal law and otherwise satisfy the U.S. government's needs. Accordingly, consistent with FAR 12.212 or DFAR 227.7202-1 through 227.7202-4 (as applicable), the Software and Documentation are being licensed to U.S. Government end users: (a) only as Commercial Items; and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

11. COLLECTION OF DATA

11.1 By Licensee's acceptance of the terms of this Agreement, Licensee agrees that Company may collect, from time to time, information about the computer(s) on which Licensee has installed or will be using the Software. This information represents a configuration of Licensee's computer(s) but includes no personal information, information about other software or data on Licensee's computer, or information about the specific make or model of Licensee's computer(s). A hash of this information may be disclosed to a third party vendor, Flexera Software

LLC ("Flexera"), to assist with management and enforcement of Licensee's hardware and software keys. Company may also disclose to Flexera Licensee's business name, the business name from whom Licensee purchased the Software, the name of the site on which the Software is installed, and the other hardware and software keys installed at that site (if any). The information will be used solely to associate Licensee's computer(s) with the hardware and software keys and to identify Licensee's computer(s). The Flexera Privacy Policy can be found at: <https://www.flexerasoftware.com/legal/privacy-policy.html>.

12. Miscellaneous

12.1 It is agreed by Licensee that any violation of the scope of any license provided in this Agreement, or any intellectual property right in this Agreement shall entitle Company to injunctive relief or other equitable remedies from any court of competent jurisdiction.

12.2 This Agreement and performance hereunder will be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein without reference to principles of conflicts of laws and the courts in Vancouver, British Columbia and the courts of appeal therefrom will have exclusive jurisdiction to hear any proceedings relating to this Agreement.

12.3 If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Company in good faith deems the unenforceable provision to be essential, in which case Company may terminate this Agreement effective immediately upon notice to Licensee.

12.4 Except as specifically stated herein, this Agreement constitutes the complete and entire statement of all conditions and representations of the agreement between Company and Licensee with respect to its subject matter and supersedes all prior writings or understandings. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.5 The waiver or failure of Company to exercise in any respect any right provided herein will not be deemed a waiver of any further right hereunder.

12.6 If You are a business, company or organization, You agree that upon request from Company or its authorized representative You will within thirty (30) days fully document and certify that use of any and all Company software at the time of the request is in conformity with Your valid license(s) from Company.

Section 7

Appendices

7.1 Appendix A Literature

Motorola Solutions has provided key literature on the following pages.

AI NVR

The Artificial Intelligence Network Video Recorder (AI NVR) is a purpose-built security-hardened NVR, with built-in server-side analytics that unlocks Avigilon's advanced AI capabilities on any connected video stream. This cost-effective, plug-and-play appliance combines high-performance recording with video analytics in an easy-to-deploy turnkey solution. An IT-friendly solution, the AI NVR is built on a hardened embedded OS, which can be remotely managed with Avigilon Cloud Services (ACS). Avigilon regularly provides a single firmware package that not only updates the AI NVR, but also most connected cameras, and clients. Add the power of Avigilon's advanced neural-network-based analytics to your video streams with AI NVR.



FEATURES



SERVER-SIDE ANALYTICS FOR NON-ANALYTIC CAMERAS

Bring Classified Object Detection, Appearance Search, Face Recognition, No Face Mask Detection, and License Plate Recognition to your existing non-analytic cameras.



HIGH PERFORMANCE

Up to 2400 mbps of total throughput, while simultaneously running analytics.



REMOTE MANAGEMENT

Use ACS to manage multiple AI NVRs in a single building or globally from a central location.



ENHANCED SECURITY

All AI NVRs run Avigilon Hardened OS on an encrypted solid state drive to minimize attack vectors.



CLOUD REMOTE SITE UPDATE

Avigilon AI NVR, Clients, and most Cameras can all be remotely upgraded together with a single signed and encrypted firmware package.



SIMPLIFIED NETWORKING

Full recording throughput can be run on a single network port with additional ports used for failover.



REMOTE NOTIFICATIONS ON MOBILE

Receive instant notifications to any mobile device with full support for remote alerts. Out-of-the-box built-in web endpoint technology optimizes the AI NVR for mobile connections.



ALL-IN-ONE DEVICE

Achieve lower deployment costs with a single device that performs as an NVR and an analytics server.

ANALYTICS

CLASSIFIED OBJECT DETECTION™ (COD)



Detects and classifies people or vehicles to help operators respond faster. Unusual Activity Detection (UAD) automatically detects atypical behavior of learned objects.

ACC7-VAC license required



AVIGILON APPEARANCE SEARCH™ (AS)

Quickly locates a specific person or vehicle of interest across an entire site using a sophisticated deep learning AI search engine.

ACC Enterprise required



FACE RECOGNITION (FR)

Detects matches from managed watchlists to alert operators of people of interest. Requires Appearance Search and an additional license.

ACC7-FACE license required

NO FACE MASK DETECTION



Determines whether a person is not wearing a face mask to help prevent community transmission.

ACC Enterprise required



OCCUPANCY COUNTING

With cameras at entrances and exits, a running total of occupancy can be monitored in real time.

ACS Required



LICENSE PLATE RECOGNITION

Works with ACC software for accurate license plate capture at a range of distances and speeds.

ACC7-LPR license required

AI NVR MODEL	ANALYTICS CAMERAS ¹		NON-ANALYTIC CAMERAS ¹			NUMBER OF LPR LANES ²					
	AS ONLY ³	AS+FR ⁴	COD ONLY ³	COD+AS ⁴	COD+AS+FR ⁴	DEFAULT MODE			PERFORMANCE MODE ⁵		
						10 FPS <48 KM/H	20 FPS <100 KM/H	30 FPS <150 KM/H	10 FPS <48 KM/H	20 FPS <100 KM/H	30 FPS <150 KM/H
Premium+	200	100	55	55	50	12	6	4	53	26	17
Premium	200	100	30	30	27	8	4	2	28	14	9
Standard w/ kit ⁶	200	100	25	25	22	7	3	2	29	14	9
Standard	200	100	12	12	11	5	2	1	15	7	5
Value	200	50	6	6	5	4	2	1	8	4	2

¹ These performance figures are based on validation testing by Avigilon, using Avigilon Control Center 7.14.4 software. Assumes appliance-wide average per camera rates of classified objects leaving the field of view: H5A cameras – one every second; H4A cameras – one every two seconds; non-analytics cameras running COD – one every second.

² Assumes a 3MP camera with 1MP license plate scan area and Frames Per Second (FPS) to recognize license plates up to vehicle speeds in Kilometers Per Hour (KM/H). Results may vary according to camera mounting parameters.

³ For cameras at 2MP and 30 frames per second (fps).

⁴ Requires H5A, H4A cameras, or Classified Object Detection running on non-analytics cameras.

⁵ Requires LPR Performance mode to be enabled. Available with ACC version 7.14.6 or later. LPR Performance mode will limit other analytics on your AI NVR. See the AI NVR user guide for more information.

⁶ Requires installation of the AINVR-STD-PRK Performance Kit on the AI NVR Standard.

DEVICE TYPES SUPPORTED FOR ANALYTICS

Avigilon H.264 Analog Encoders

Avigilon HD H.264, H3, H3 Multisensor, H4 SL, H4 Mini dome, H4 Box, H4 Bullet, H4 Dome, and H4 Pro cameras

Avigilon H4A cameras operating for Unusual Motion Detection

Avigilon H5Pro and H4 Multisensor (in high frame-rate mode), H5M, and H5SL cameras

ONVIF® Profile S cameras

ONVIF encoders

SPECIFICATIONS

SYSTEM		PREMIUM+ AND PREMIUM		STANDARD		VALUE	
Capacity		160 TB	128 TB	48 TB	32 TB	12 TB	6 TB
		96 TB	64 TB	24 TB			
Avigilon Control Center™ Edition		Core, Standard, and Enterprise* compatible (ACC camera licenses are sold separately)					
Network Video Streaming Performance	Network Connection	10GbE or 1GbE Networking		1GbE Networking			
	Recording Rate	10GbE: Up to 1500 Mbps 1 GbE: Up to 1500 Mbps‡		Up to 900 Mbps			
	Playback Rate	Up to 600 Mbps†		Up to 800 Mbps			
Operating System		Avigilon Hardened OS, supports secure remote upgrades					
Drive Configuration	OS Boot	2 × M.2 Solid State drives, RAID 1					
	Video Data	RAID 6 — Up to 12 × 3.5", hot-swappable		RAID 6 — Up to 8 × 3.5", hot-swappable		RAID 5 — 4 × 3.5", hot-swappable	
Recording Storage Capacity		Up to 192 TB raw, 160 TB effective (RAID 6)		Up to 64 TB raw, 48 TB effective (RAID 6)		Up to 16 TB raw, 12 TB effective (RAID 5)	
Network Interface		4 × 1 GbE RJ-45 ports (1000Base-T) 4 × 10 GbE Direct Attach SFP+ ports		4 × 1 GbE RJ-45 ports (1000Base-T)		2 × 1 GbE RJ-45 ports (1000Base-T)	
Memory		Premium+: 8 × 8 GB Premium: 6 × 8 GB		2 × 8 GB			
Processor		2 × Intel® Xeon®		1 × Intel® Xeon®			
Local Viewing		No video outputs — Web-based administration only					
Out-of-band Management		iDRAC9 Express					
Warranty		5-year Next Business Day (NBD) with onsite parts delivery service. 4-hour mission critical warranty upgrade available.				3-year Next Business Day (NBD) with onsite parts delivery service. 4-hour mission critical warranty upgrade available.	

* Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

‡ Requires the use of multiple 1GbE ports, either in a team using LACP/ALB mode or using multiple VLANs.

† The maximum playback throughput for Premium and Premium+ can be increased by reducing the recording throughput.

ELECTRICAL		PREMIUM+ AND PREMIUM	STANDARD	VALUE
Power Input		100 to 240 V AC, 50/60 Hz, auto-switching		
Power	Supply	Dual 2400W redundant (1+1), (80 PLUS Platinum)	Single 1100W non-redundant (1+0), (80 PLUS Platinum) ¹	Single 350W (80 PLUS Platinum) ¹
	Consumption	Maximum 1100W (2559.1 BTU/h)	Maximum 750W (2559.1 BTU/h)	Maximum 350 W (1340 BTU/hr)

¹ Optional 2nd power supply available

SUPPLIED ACCESSORIES		PREMIUM+ AND PREMIUM	STANDARD	VALUE
Rack Rail System		Sliding rail system with cable management arm. Supports: • Tool-less mounting in 19" wide EIA-310-E compliant square hole and unthreaded round-hole 4-post racks • Tool-less mounting in threaded hole 4-post racks		
Bezel		1, front		
Power Cord		2	1	1

CERTIFICATIONS	
Certifications/Directives	NDAA Compliant, TAA Compliant, UL, cUL, CE, RCM, BSMI, CCC, EAC, KC, NOM, NRCS, VCCI, RoHS, Reach (SVHC), WEEE, BIS

CERTIFICATIONS

Safety	UL/CSA/IEC/EN 62368-1
Electromagnetic Emissions	CFR Title 47, FCC Part 2, 15 Class A, ICES-003(A), EN 55032 Class A, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity	EN 55024
Energy	Commission Regulation (EU) No. 617/2013, ENERGY STAR 2.0
ROHS	EN 50581:2012

ENVIRONMENTAL

OPERATING

STORAGE

Temperature	10° C to 35° C (50° F to 95° F)	-40° C to 65° C (-40° F to 149° F)
Humidity	10% to 80% relative humidity with 29°C (84.2°F) maximum dew point	5% to 95% RH with 33°C (91°F) maximum dew point. Atmosphere must be non-condensing at all times
Vibration	0.26 Grms at 5 Hz to 350 Hz	1.88 Grms at 10 Hz to 500 Hz for 15 min
Shock	One pulse on each side of the system of 71 G for up to 2 ms	Six consecutively executed shock pulses in the positive and negative x, y, and z axes (one pulse on each side of the system) of 71 G for up to 2 ms
Altitude	3,048 m (10,000 ft)	12,000 m (39,370 ft)

OUTLINE DIMENSIONS

[X.X]	INCHES
X	MM

AI NVR PREMIUM+ AND PREMIUM

FORM FACTOR

2U rack mount chassis

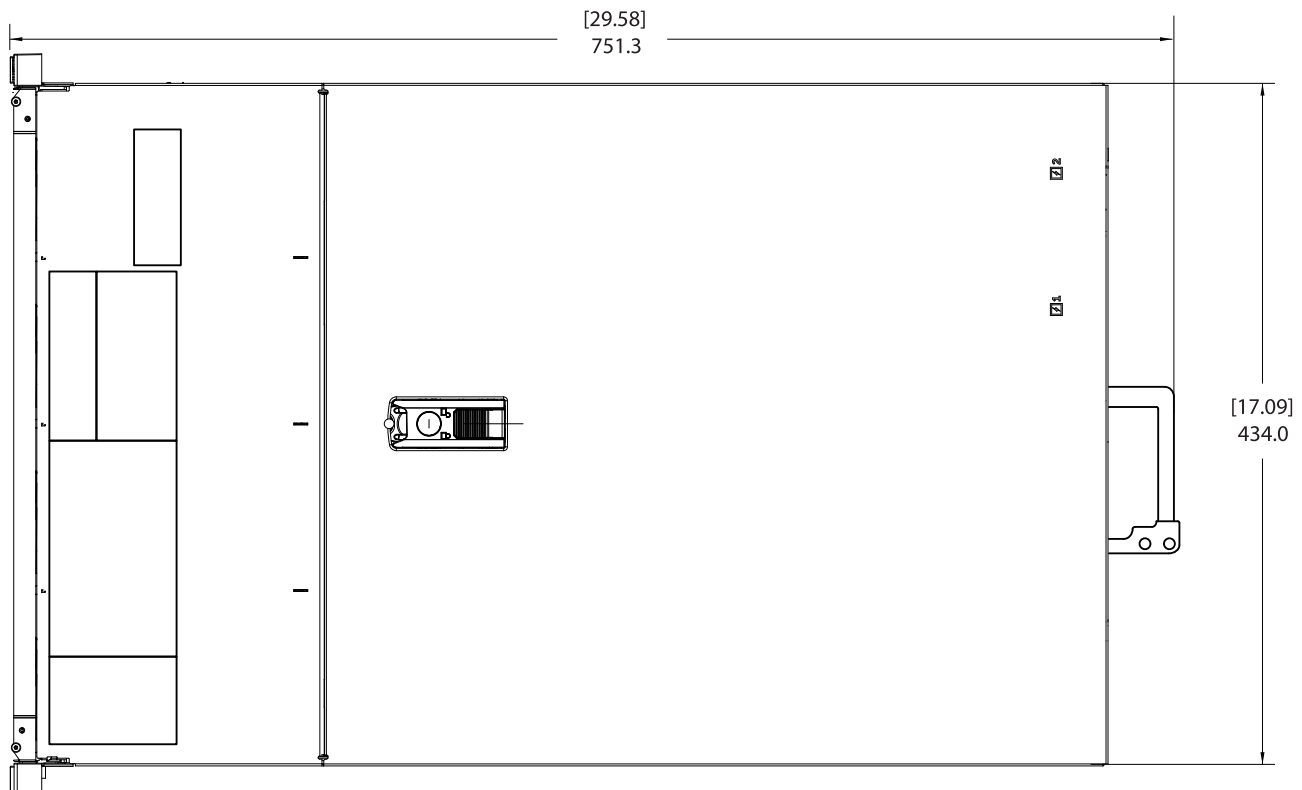
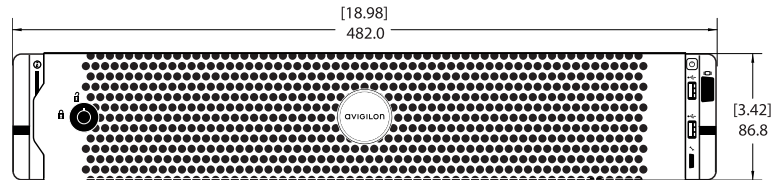
DIMENSIONS (L × W × H)

751.3 mm × 482.0 mm × 86.8 mm

29.58" × 18.98" × 3.42"

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

33.1 kg [72.91 lbs]



AI NVR STANDARD

FORM FACTOR

2U rack mount chassis

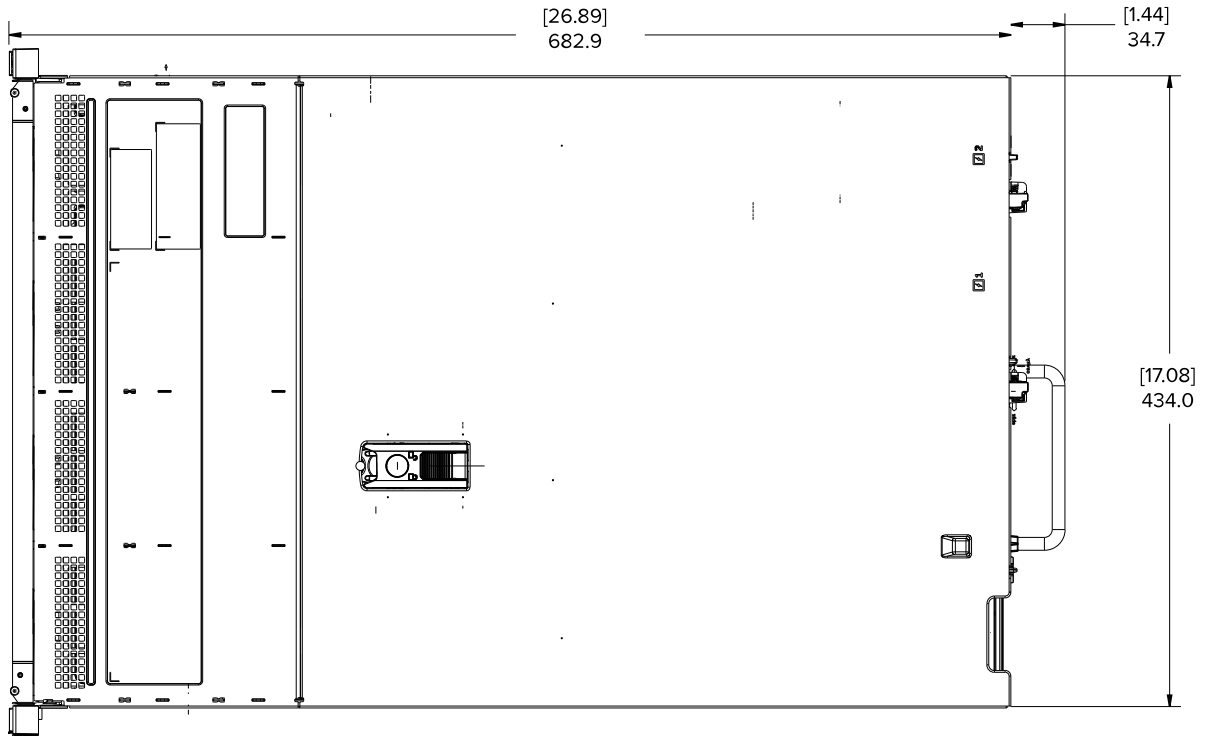
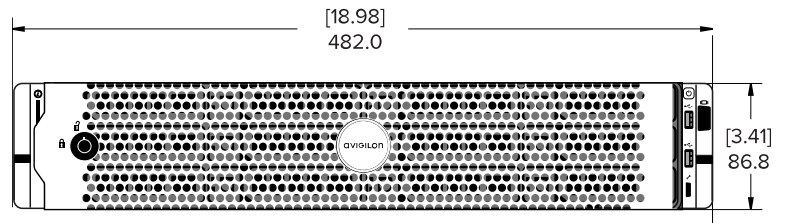
DIMENSIONS (L × W × H)

717.6 mm × 482.0 mm × 86.8 mm

[27¾" × 19" × 3.41"]

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

34.5 kg [76 lbs]



AI NVR VALUE

FORM FACTOR

1U rack mount chassis

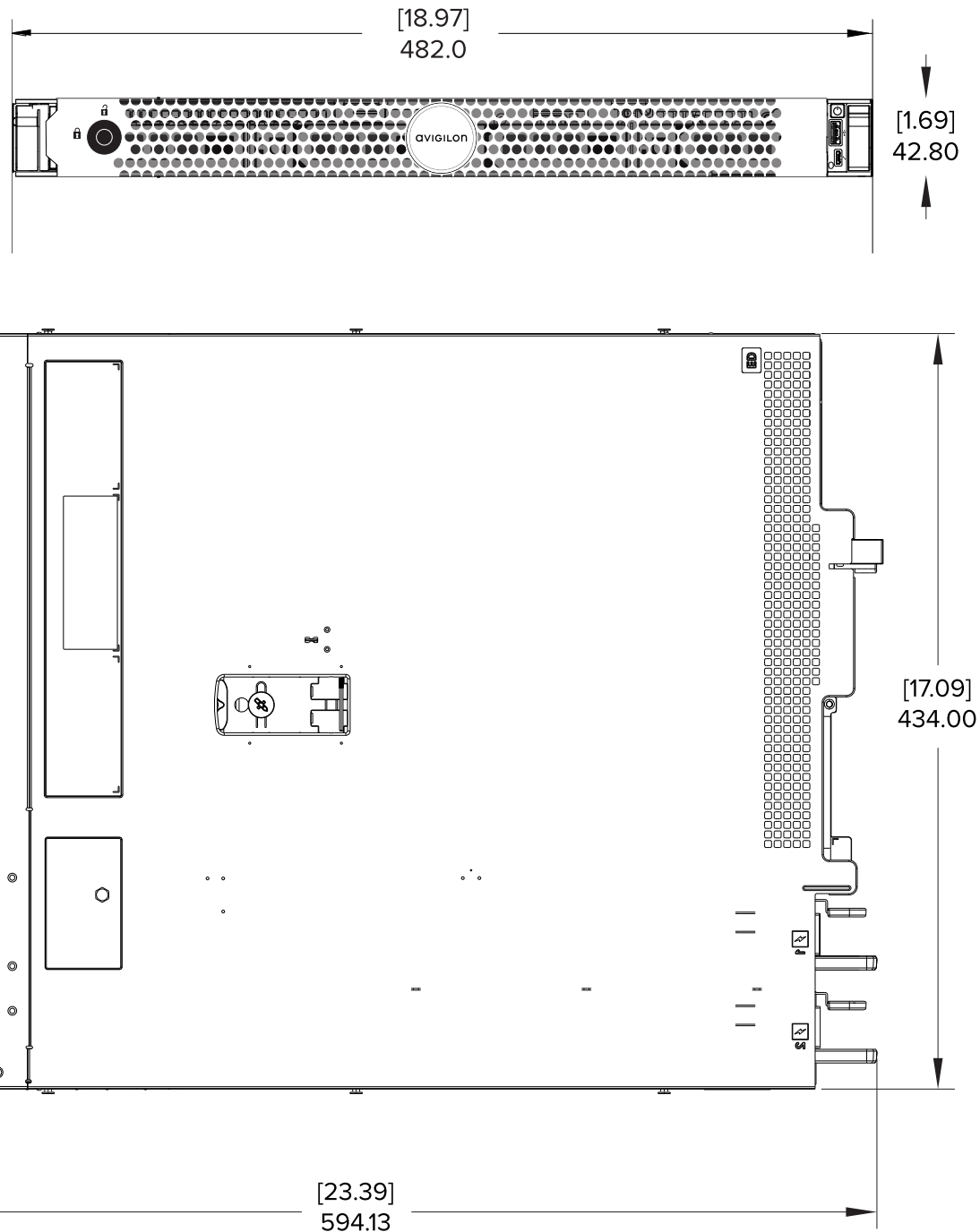
DIMENSIONS (L x W x H)

594.1 mm x 482.6 mm x 42.8 mm

[23½" x 19" x 1.69"]

WEIGHT

13.6 kg [30 lbs]



ORDERING INFORMATION

AI NVR PREMIUM+

AINVR-PRM-PLUS-64TB	AI NVR Premium+ 64 TB (80 TB Raw) with Avigilon Control Center
AINVR-PRM-PLUS-96TB	AI NVR Premium+ 96 TB (120 TB Raw) with Avigilon Control Center
AINVR-PRM-PLUS-128TB	AI NVR Premium+ 128 TB (160 TB Raw) with Avigilon Control Center
AINVR-PRM-PLUS-160TB	AI NVR Premium+ 160 TB (192 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AI NVR PREMIUM

AINVR-PRM-64TB	AI NVR Premium 64 TB (80 TB Raw) with Avigilon Control Center
AINVR-PRM-96TB	AI NVR Premium 96 TB (120 TB Raw) with Avigilon Control Center
AINVR-PRM-128TB	AI NVR Premium 128 TB (160 TB Raw) with Avigilon Control Center
AINVR-PRM-160TB	AI NVR Premium 160 TB (192 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AI NVR STANDARD

AINVR-STD-48TB	AI NVR Standard 48 TB (64 TB Raw) with Avigilon Control Center
AINVR-STD-32TB	AI NVR Standard 32 TB (48 TB Raw) with Avigilon Control Center
AINVR-STD-24TB	AI NVR Standard 24 TB (32 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AI NVR VALUE

AINVR-VAL-12TB	AI NVR Value 12 TB (16 TB Raw) with Avigilon Control Center
AINVR-VAL-6TB	AI NVR Value 6 TB (8 TB Raw) with Avigilon Control Center

Avigilon Control Center licenses must be purchased separately.

Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.

AINVR-PRM-PLUS-nnTB-NA
AINVR-PRM-nnTB-NA
AINVR-STD-nnTB-NA
AINVR-VAL-nnTB-NA



AINVR-PRM-PLUS-nnTB-UK
AINVR-PRM-nnTB-UK
AINVR-STD-nnTB-UK
AINVR-VAL-nnTB-UK



AINVR-PRM-PLUS-nnTB-EU
AINVR-PRM-nnTB-EU
AINVR-STD-nnTB-EU
AINVR-VAL-nnTB-EU



AINVR-PRM-PLUS-nnTB-AU
AINVR-PRM-nnTB-AU
AINVR-STD-nnTB-AU
AINVR-VAL-nnTB-AU



SOFTWARE LICENSES

ACC7-ENT	ACC 7 Enterprise Edition license
ACC7-STD	ACC 7 Standard Edition license
ACC7-COR	ACC 7 Core Edition license
ACC7-VAC	ACC 7 Video Analytics feature channel license — Required for Classified Object Detection
ACC7-FACE	ACC 7 Face feature channel license
ACC7-FACE-10C	ACC 7 Face feature 10 channel license
ACC7-LPR	ACC 7 LPR lane license

OPTIONS AND ACCESSORIES

AINVR-STD-PRK	Performance Kit for AINVR-STD
AINVR-STD-10GBE	Network Card, QP 10G-SFP+, for AINVR-STD
AINVR-SFPPLUS-SR	SFP+ 10GBASE-SR Optical Transceiver (single) for AI NVR Premium+, AI NVR Premium, and AI NVR Standard
AINVR-PRM-2NDPS	Redundant, hot-swappable power supply for AINVR-PRM or AINVR-PRM-PLUS
AINVR-STD-2NDPS	Redundant, hot-swappable power supply for AINVR-STD
AINVR-VAL-2NDPS	Redundant, hot-swappable power supply for AINVR-VAL
AINVR-HDDS-HOT-16TB	Spare hard drive, 16TB, for AINVR PRM 128TB and AINVR PRM PLUS 128TB
AINVR-HDDS-HOT-12TB	Spare hard drive, 12TB, for AINVR PRM 96TB and AINVR PRM PLUS 96TB
AINVR-HDDS-HOT-8TB	Spare hard drive, 8TB, for AINVR PRM 64TB, AINVR PRM PLUS 64TB, and AINVR STD 32TB/48TB
AINVR-HDDS-HOT-4TB	Spare hard drive, 4TB, for AINVR STD 24TB, AINVR VAL 12TB
AINVR-HDDS-HOT-2TB	Spare hard drive, 2TB, for AINVR VAL 6TB
IDRAC9-ENT-UPG	iDRAC Enterprise upgrade
AINVR-PRM-WARR-5Y4HMC	4-hour MC (mission critical response) service-level agreement upgrade for AINVR-PRM or AINVR-PRM-PLUS
AINVR-STD-WARR-5Y4HMC	4-hour MC (mission critical response) service-level agreement upgrade for AINVR-STD
AINVR-VAL-WARR-5Y4HMC	4-hour MC (mission critical response) service-level agreement upgrade for AINVR-VAL
AINVR-KYD-WARR-5YR	Keep Your Drive warranty for AINVR-STD and AINVR-VAL

SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



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sales@avigilon.com | [avigilon.com](https://www.avigilon.com)

H5A CORNER CAMERA 3 - 9 MM VARIFOCAL LENS

3 MP

5 MP

The Avigilon H5A Corner camera is an anti-ligature, no-grip and IK10+ impact-rated solution that is purpose-built to withstand the harshest attempts to destroy, detach, attach to or disable it. As an Avigilon H5 platform camera, the H5A Corner camera is embedded with Next-Generation Video Analytics for enhanced object detection and classification, Unusual Activity Detection (UAD), along with support for Facial Recognition technology and Avigilon Appearance Search™ technology to help ensure critical events do not go unnoticed.



FEATURES



NEXT-GENERATION VIDEO ANALYTICS

Detects more objects with expanded object classification and greater accuracy for faster responses, even in crowded scenes.



H.264 AND H.265 WITH HDSM SMARTCODEC™ TECHNOLOGY

Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



FIPS 140-2 COMPLIANT

Brings increased data security with FIPS-compliant cryptography enabled on cameras¹.



ONVIF® COMPLIANT

ONVIF Profile S, T, G, and M compliance allows easy integration with existing ONVIF infrastructures.



AUDIO RECORDING CAPABILITIES

Records audio evidence via a built-in microphone that can be disabled if desired.



EASY TO CLEAN & REPAIR

Stainless steel variant and water-resistant design makes it easy to clean. Part replacements are simple using conventional tools without having to remove the entire camera, minimizing downtime.



WATER, IMPACT & ENCLOSURE RATED

IP67 rating for water resistance, IK10+ impact rating for vandal resistance and NEMA 4X enclosure rating² for windblown dust, water (e.g. rain, hose-directed water) and corrosion resistance.



EXTENDED TEMPERATURE RANGE

Continuously records between -40 °C to 55 °C (-40 °F to 131 °F).



INVISIBLE IR LED LIGHT

Ensures there is no visible glow to disturb the subject being monitored or notify them that the camera is on.



LIGHTCATCHER™ TECHNOLOGY

Offers excellent image detail in low-light settings.

ONVIF is a trademark of Onvif, Inc.

¹ Optional purchase of FIPS Level 1 camera license.

² NEMA 4X rating only applies to the stainless steel variant.

SPECIFICATIONS

IMAGE PERFORMANCE		3.0 MP	5.0 MP
Image Sensor		1/2.8" progressive scan CMOS	
Max Resolution (H x V) and Aspect Ratio		(4:3) 2048 x 1536 (16:9) 1920 x 1080	(4:3) 2592 x 1944 (16:9) 2560 x 1440
Dynamic Range	WDR Off:	83 dB	
	WDR On:	126 dB	
Max Frame Rate	WDR Off:	(50 Hz/60 Hz) 25 fps/30 fps	
	WDR On:	(50 Hz/60 Hz) 20 fps/20 fps	
Max Image Rate		WDR off (50 Hz/60 Hz): 25 fps/30 fps WDR on (50 Hz/60 Hz): 20 fps/20 fps	
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode	
3D Noise Reduction Filter		Yes	

LENS AND IR ILLUMINATION	
Lens	3 - 9 mm
IR Illumination Max Distance ¹ (high power 940 nm LED)	15 m (49 ft)
Minimum Illumination	0.027 lux in color mode, 0.014 lux in monochrome mode, 0 lux with IR
Horizontal Angle of View Based on Aspect Ratio	(4:3)(16:9) 34° – 105°
Vertical Angle of View Based on Aspect Ratio	(4:3) 26° – 77° (16:9) 19° – 57°
Max Aperture	F1.3

¹ IR illumination power may be reduced at higher operating temperatures.

IMAGE CONTROL	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG, HDSM™ 2.0
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection
Camera Tamper Detection	Yes
Electronic Shutter Control	Automatic, Manual (1/7 to 1/8196 sec)
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones

NETWORK	
Network	100BASE-TX, RJ45 Connector, CAT5e Cabling
ONVIF	ONVIF compliance version 1.02, 2.00, Profile S, Profile T, Profile G, Profile M (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), FIPS 140-2 L3 (with optional accessory)
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv2, ICMP, DHCP, Zeroconf, ARP, HSTS
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

PERIPHERALS	
USB Port	USB 2.0
Onboard Storage	microSD/microSDHC/microSDXC slot – video speed class card required. Class V10 or better recommended.

AUXILIARY I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output	Line level I/O or built-in microphone
External I/O Terminals	Alarm In, Alarm Out

MECHANICAL	
Dimensions (LxWxH)	163 mm x 163 mm x 121 mm; 6.4" x 6.4" x 4.8"
Weight	3.21 kg (7.2 lbs)
Minimum Mounting Height	2.75 m (9')
Dome Bubble	Polycarbonate
Body	Stainless steel / Cold rolled steel
Housing	Corner mount, vandal resistant
Finish	Bead blasted and electro-polished / Cast, powder coated, Pantone 427C
Recording LED	Yes
Built-in Microphone	Yes
Adjustment Range	±5° tilt

ELECTRICAL			
Power Consumption	13 W max (11 W with no IR or IR disabled)		
Power Source	VDC: 12 V ± 10%, 12 W min	VAC: 24 V ± 10%, 13 VA min	PoE: IEEE802.3af Class 3 compliant
RTC Backup Battery	3V manganese lithium		

ENVIRONMENTAL	
Operating Temperature	-40 °C to +55 °C (-40 °F to 131 °F)
IR Illuminator Behavior	IR illuminator will turn off if the temperature is 50 °C (122 °F) or higher. The illuminator will operate at 50% power if the temperature is between 40 °C (104 °F) and 49 °C (120 °F). Hysteresis: 2 °C (3.6 °F).
Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)
Humidity	0 - 95% non-condensing

CERTIFICATIONS	
Certifications/Directives	UL, cUL, CE, ROHS, Reach (SVHC), RCM, EAC, KC, BIS, UKCA
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471 (with -IR option)
Environmental	UL/CSA/IEC 60950-22, IEC 60529 IP66 and IP67 Weather Rating, NEMA 4X for stainless steel enclosure only, IK10+ Impact Rating
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity	EN 55035, EN 61000-6-1

ANALYTICS SPECIFICATIONS

SUPPORTED ANALYTICS EVENTS	
Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.

SUPPORTED ANALYTICS EVENTS

Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

SUPPORTED CLASSIFIED OBJECT TYPES

Object Types in Outdoor Mode	Vehicle, sub-types: Car, Truck, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

TEACH BY EXAMPLE

Teach By Example	Yes, when used with Avigilon Control Center™
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AVIGILON CONTROL CENTER (ACC) VERSIONS SUPPORTED FEATURES

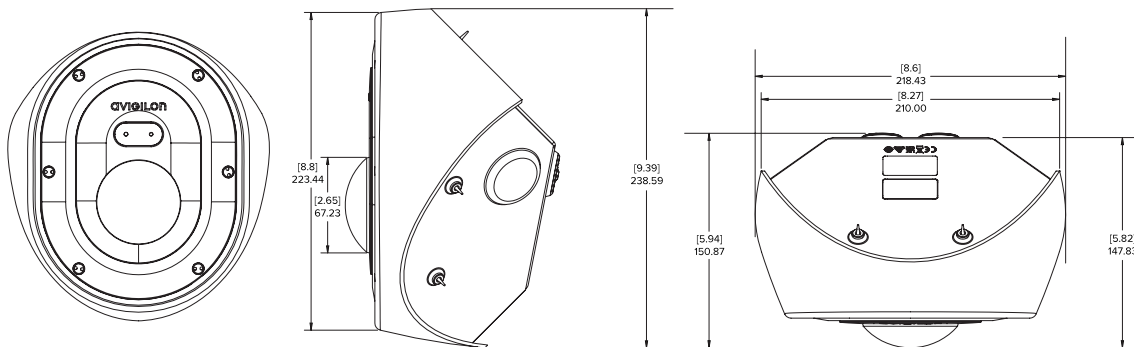
ACC Version 6.14.12 or higher	All supported analytic events with two types of classified objects: person or vehicle. Appearance search when paired with appropriate server hardware. H.265 supported.
ACC Version 7.2 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. H.265 supported.

OUTLINE DIMENSIONS

H5A CORNER CAMERA

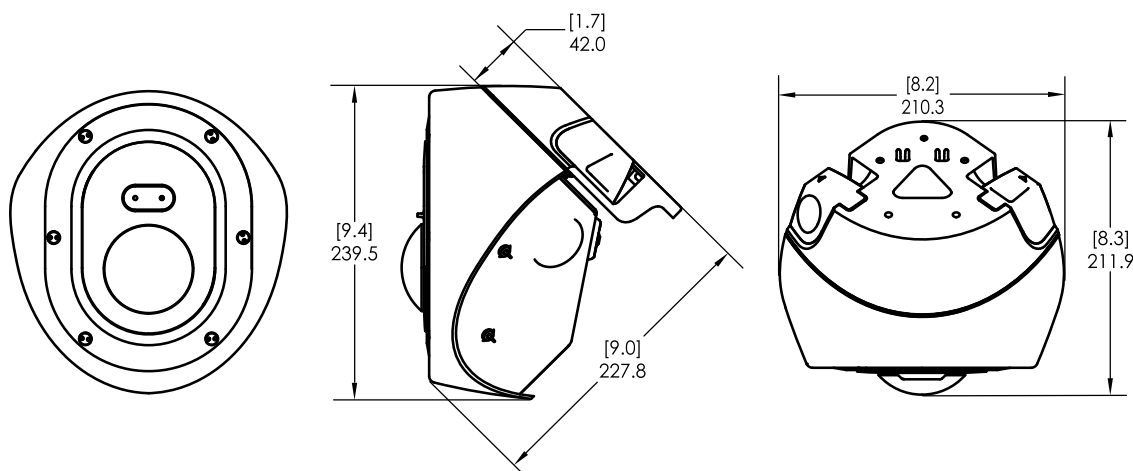
(3.0C-H5A-CR1-IR/3.0C-H5A-CR1-IR-SS/5.0C-H5A-CR1-IR/5.0C-H5A-CR1-IR-SS)

[X.X]	INCHES
X	MM



H5A CORNER CAMERA WITH CONDUIT BOX

(3.0C-H5A-CR1-IR/3.0C-H5A-CR1-IR-SS/5.0C-H5A-CR1-IR/5.0C-H5A-CR1-IR-SS WITH CNBX-1001)



ORDERING INFORMATION

	MP	WDR	ANALYTICS	LENS	IR	BODY	FINISH
3.0C-H5A-CR1-IR	3.0	✓	✓	3 - 9 mm	✓	Cold Rolled Steel	Powder Coat
3.0C-H5A-CR1-IR-SS	3.0	✓	✓	3 - 9 mm	✓	Stainless Steel	Bead Blasted & Polished
5.0C-H5A-CR1-IR	5.0	✓	✓	3 - 9 mm	✓	Cold Rolled Steel	Powder Coat
5.0C-H5A-CR1-IR-SS	5.0	✓	✓	3 - 9 mm	✓	Stainless Steel	Bead Blasted & Polished

OPTIONAL CAMERA LICENSES AND ACCESSORIES

CNBX-1001	Conduit gang box, powder coated aluminum die-cast, white (accepts 12.7 mm/0.5 " or 19.05 mm/0.75 " conduit pipe)
USB-AC56-NA-MSI / USB-AC56-EU-MSI	USB Wi-Fi Adapter
CM-AC-AVIO1	3.5 mm jack with 1.8 m fly wire
CAM-FIPS	Camera license to enable FIPS Level 1 cryptographic mode on any H5A camera
CR-FFKIT-SS	Replacement faceplate for stainless steel corner camera models
CR-FFKIT-WHT	Replacement faceplate for white steel corner camera models

¹ Excludes H5A Explosion-Protected camera line.

SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



AVIGILON™

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H5A Dual Head Camera

2 x 3 MP

2 x 5 MP

This cost-effective and low profile dual-sensor camera brings enhanced security to any site by increasing coverage and minimizing blind spots for those hard to secure areas. Built with small spaces in mind, the H5A Dual Head provides areas such as hallways, stairwells, and corner intersections, or any application that requires the coverage of two cameras installed in close proximity with high imaging quality, even with its small footprint. The H5A Dual Head camera's advanced analytic capabilities further improve situational awareness by enabling security teams to respond swiftly to potentially critical events.



Features



Next-Generation Video Analytics

Detects more objects with expanded object classification and greater accuracy for faster responses, even in crowded scenes.



COVID-19 response technology

Features Avigilon video analytics for Occupancy Counting and No Face Mask Detection, supporting facilities' health and safety efforts to curb the spread of COVID-19.



ONVIF® Compliant

Native ONVIF Profile S, T, G, and M compliance allows easy integration with existing ONVIF infrastructures.



Improved Coverage, Minimal Blind Spots

Provides increased area coverage, while minimizing blind spots for enhanced security with a single camera installation, for long hallways, L-shaped hallway intersections, or stairwells to monitor both up and down staircases.



Cost-Effective

As a dual-head sensor, sites can lower their overall deployment costs by reducing camera count, network infrastructure, power and cabling, installation labor, and VMS licensing costs.



FIPS 140-2 Compliant

Brings increased data security with FIPS-compliant cryptography enabled on cameras².

ONVIF is a trademark of Onvif, Inc.

² Optional purchase of FIPS Level 1 camera license.



MOTOROLA SOLUTIONS

AVIGILON™

Specifications

Image Performance		2 × 3.0 MP	2 × 5.0 MP
Image Sensor		1/2.7" progressive scan CMOS	
Max Resolution (H x V) and Aspect Ratio		(4:3) 2048 x 1536	(4:3) 2592 x 1944
2x Image Sensor, Max Resolution		4096 x 1536	5184 x 1944
Dynamic Range	WDR Off:	Up to 82 dB	
	WDR On:	Up to 120 dB	
Max Image Rate (60 Hz/50 Hz)	Analytics ¹	24 / 25 fps	15 / 12.5 fps
	High Framerate mode	30 / 25 fps	24 / 20 fps
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode	
3D Noise Reduction Filter		Yes	

¹ Maximum image rate with analytics enabled on all sensors.

Lens and IR Illumination	
Lens	3.35 - 7.0 mm, F/1.93 remote focus and zoom, fixed iris
IR Illumination Max Distance ² (high power 850 nm LEDs)	Wide: 15 m (49 ft) Tele: 30 m (98 ft)
Minimum Illumination	0.1 lux in color mode, 0.05 lux in monochrome mode, 0 lux with IR on
Horizontal Angle of View	43° - 91°
Vertical Angle of View	32° - 67°

² IR illumination power may be reduced at higher operating temperatures.

Image Control	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection
Camera Tamper Detection	Yes, when analytics are enabled
Electronic Shutter Control	Automatic, Manual (1/7.5 to 1/8000 sec)
Iris Control	N/A
Day/Night Control	Automatic, Manual
Flicker Control	50 Hz, 60 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones

Network	
Network	100BASE-TX, RJ45 Connector, CAT5e Cabling
ONVIF	ONVIF compliance version Profile S, Profile T, Profile G, and Profile M (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), Signed and encrypted firmware
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv2, ICMP, DHCP, Zeroconf, HSTS, QoS, DSCP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

Peripherals	
USB Port	USB 2.0
Onboard Storage	2 x microSD/microSDHC/microSDXC slots - video speed class card required. Class V10 or better recommended.

Auxiliary I/O	
Audio Compression Method	Opus, G.711 PCM 8 kHz
Audio Input/Output	Line level input and output
External I/O Terminals	Alarm In, Alarm Out

Mechanical	Direct Surface Mount	Surface Mount with Junction Box	Pendant Mount with NPT Adapter	Pendant Mount with NPT+ Wall Mount
Dimensions (LxWxH)	218 mm x 118 mm x 82 mm; 8.6" x 4.6" x 3.2"	237 mm x 136 mm x 120 mm; 9.3" x 5.4" x 4.7"	230 mm x 129 mm x 146 mm; 9.0" x 5.0" x 5.8"	230 mm x 235mm x 227 mm; 9.0" x 9.2" x 8.9"
Weight	1.25 kg (2.75 lbs)	2.33 kg (5.13 lbs)	1.67 kg (3.67 lbs)	3.07 kg (6.75 lbs)
Body	Aluminum			
Finish	Cast, powder coated, close to RAL9002			
Adjustment Range	Pan: 180°, Azimuth: 360°, Tilt: 30° - 95° tilt (recommended), 10° - 95° tilt (maximum)			

Electrical	
Power Consumption	13 W max
Power Source	PoE: IEEE802.3af Class 3 compliant
RTC Backup Battery	3V manganese lithium
Memory	2 GB RAM, 512 MB Flash

Environmental	
Operating Temperature	-30 °C to +60 °C (-22 °F to 140 °F), in enclosed space -30 °C to +65 °C (-22 °F to 149 °F), with ambient convection Cold start delay of up to 10 min at -30 °C (-22 °F). Camera may restart during startup delay
IR Illuminator Behavior	IR illuminator will turn off if the temperature is 55 °C (131 °F) or higher. The illuminator will operate at 50% power if the temperature is between 45 °C (113 °F) and 54 °C (129 °F). The illuminator will operate at 50% power if the temperature is below -25 °C (-13 °F), with ambient convection.
Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)
Humidity	0 - 95% non-condensing

Certifications	
Certifications/Directives	UL, cUL, CE, UKCA, ROHS, REACH, RCM, KC, EAC, BIS, NOM
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471
Environmental	UL/CSA/IEC 60950-22, IEC 62262 IK10 Impact Rating IEC 60529 IP66 and IP67 Weather Rating (H5DH-DO1-IR models only)
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3, EN 50121-4
Electromagnetic Immunity	EN 55035, EN 61000-6-1, EN 50130-4, EN 50121-4

Analytics Specifications

Supported Analytics Events	
Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

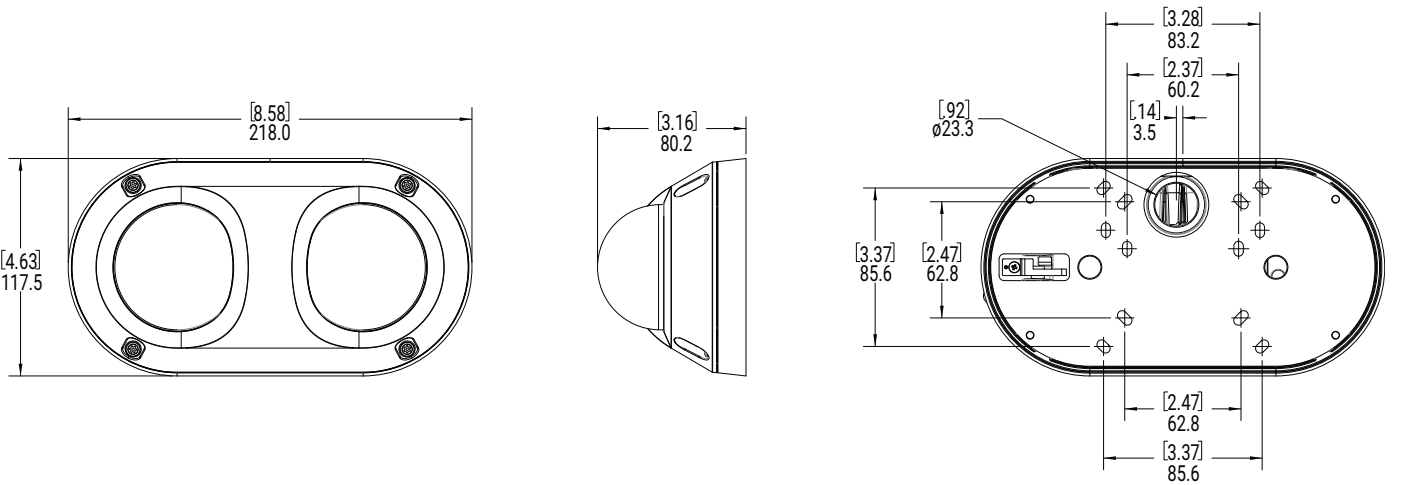
Supported Classified Object Types	
Object Types in Outdoor Mode	Vehicle, sub-types: Car, Truck, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

Teach by Example	
Teach By Example	Yes, when used with Avigilon Control Center™ or Avigilon Unity Video

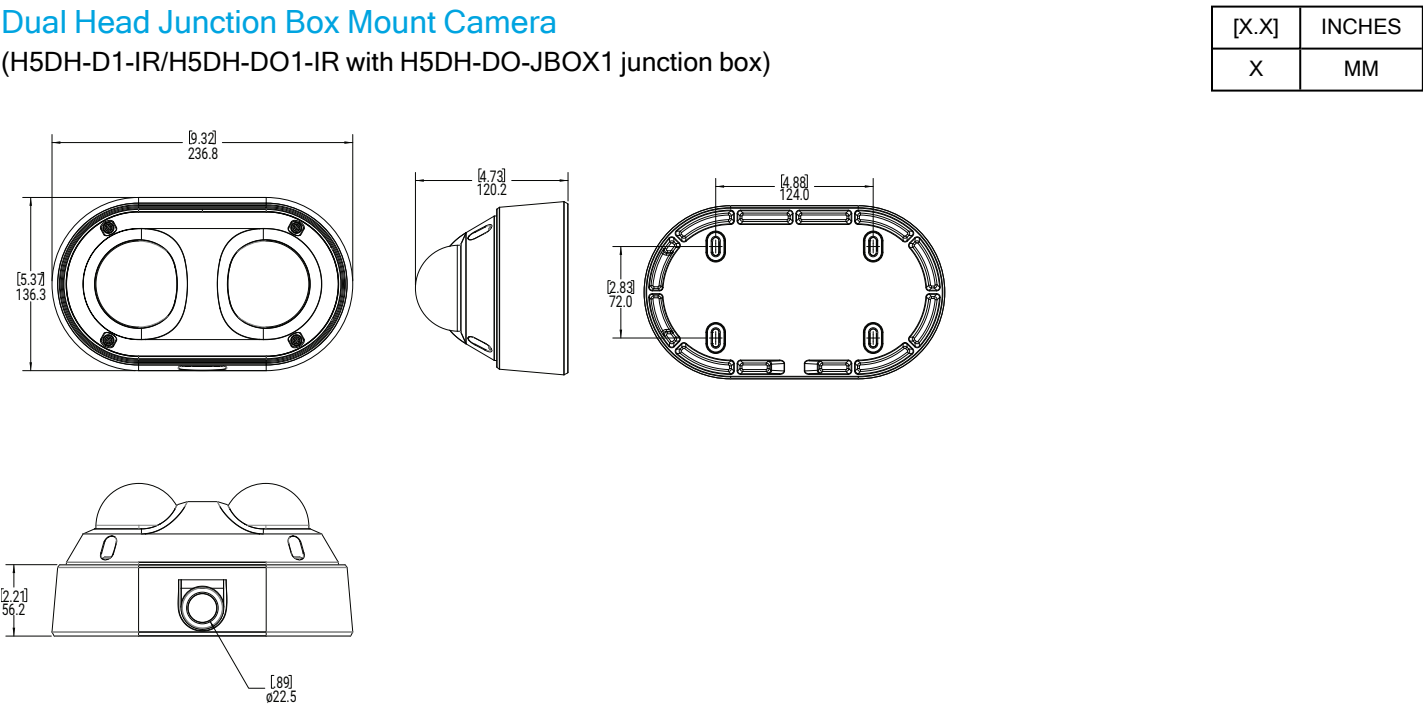
Avigilon Control Center (ACC) Versions Supported Features	
ACC Version 6.14.12 or higher	All supported analytic events with two types of classified objects: person or vehicle. Appearance search when paired with appropriate server hardware. H.265 supported.
ACC Version 7.2 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. H.265 supported.

Outline Dimensions

Dual Head Surface Mount Camera (H5DH-D1-IR/H5DH-DO1-IR)



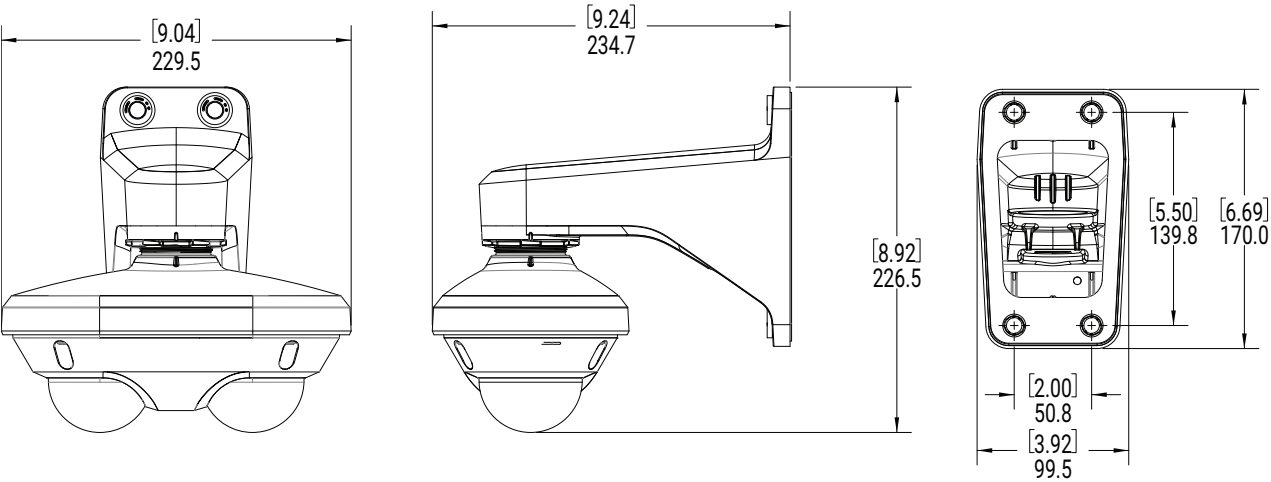
Dual Head Junction Box Mount Camera (H5DH-D1-IR/H5DH-DO1-IR with H5DH-DO-JBOX1 junction box)



Dual Head Pendant Mount Camera

(H5DH-D1-IR/H5DH-DO1-IR with H5DH-MT-NPTA1 adapter and WLMT-1021 wall arm)

[X.X]	INCHES
X	MM



Ordering Information

	MP	WDR	Analytics	Lens	IP66/IP67	IR LEDs
6.0C-H5DH-D1-IR (Discontinued)	2 × 3.0	✓	✓	3.35 - 7.0 mm		✓
6.0C-H5DH-DO1-IR	2 × 3.0	✓	✓	3.35 - 7.0 mm	✓	✓
10.0C-H5DH-D1-IR (Discontinued)	2 × 5.0	✓	✓	3.35 - 7.0 mm		✓
10.0C-H5DH-DO1-IR	2 × 5.0	✓	✓	3.35 - 7.0 mm	✓	✓

H5DH-DO-CLER1	Replacement outdoor dome cover
H5DH-DI-CLER1	Replacement indoor dome cover
H5DH-DO-JBOX1	Optional junction box mounting adapter
H5DH-MT-NPTA1	Optional pendant NPT mounting adapter
WLMT-1021	Pendant wall mount arm
PLMT-1001	Aluminum pole mounting bracket for pendant dome cameras, compatible with WLMT-1021
CRNMT-1001	Aluminum corner mounting bracket for pendant dome cameras, compatible with WLMT-1021

Optional Camera Licenses and accessories

CAM-FIPS	Camera license to enable FIPS Level 1 cryptographic mode on any H5A camera
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[†] Excludes H5A Explosion-Protected camera line.

Support

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



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H5A Fisheye Camera

8 MP

12 MP

The Avigilon H5A Fisheye Camera is a cost-effective and easy-to-install solution that provides 360° panoramic views of large areas from a single vantage point, bringing superior situational awareness without any blind spots. Facilities such as schools, retailers, offices, hospitals and manufacturing plants can leverage the camera's high-resolution video to monitor processes and optimize operational efficiencies, along with its analytics and AI capabilities to proactively detect critical events and enhance the productivity of security teams.



Features



360° Panoramic Views

Provides 360° coverage from a single vantage point to help lower overall video security deployment costs.



H.264 and H.265 with HDSM SmartCodec™ Technology

Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



Low-profile & Easy-to-install Design

Offers unobtrusive monitoring with a paintable front plate¹ that can be customized to fit in with interior aesthetics, backed by an easy installation.



FIPS 140-2 Compliant

Brings increased data security with FIPS-compliant cryptography enabled on cameras².



ONVIF® Compliant

ONVIF Profile S, T, G, and M compliance allows easy integration with existing ONVIF infrastructures.



Next-Generation Video Analytics

Detects more people with greater accuracy, even in crowded scenes, to support faster responses.



Water & Impact Rated³

IP66/67 rating for water resistance and IK10 impact rating for vandal resistance.



Wide Dynamic Range

Captures details in scenes with both very bright and very dark areas.



Adaptive IR Technology³

Provides optimal brightness in scenes with low-light for high-resolution image detail.



Audio Recording Capabilities

Built-in microphone offers an optional audio recording capability for additional evidentiary detail.

ONVIF is a trademark of Onvif, Inc.

¹ Available on in-ceiling mount only.

² Optional purchase of FIPS Level 1 camera license.

³ Available on surface mount only.



MOTOROLA SOLUTIONS

AVIGILON™

Specifications

Image Performance		8.0 MP	12.0 MP
Image Sensor		1/1.8" progressive scan CMOS	1/2.3" progressive scan CMOS
Active Pixels (H x V)		2048 x 2048	3008 x 3008
Imaging Area (H x V)		4.096 mm x 4.096 mm	4.662 mm x 4.662 mm
Warped 360° Video Streaming Resolutions	Primary Stream	2048 x 2048	3008 x 3008
	Secondary Stream	512 x 512; 384 x 384	512 x 512; 384 x 384
	Tertiary Stream	320 x 320	320 x 320
Dewarped Video Streaming Resolutions	Primary Stream	180° x 2 (2304 x 928); 120° x 3 (1536 x 928); 90° x 4 (1152 x 928)	180° x 2 (3072 x 1232); 120° x 3 (2048 x 1232); 90° x 4 (1536 x 1232)
	Secondary Stream	180° x 2 (576 x 232); 120° x 3 (384 x 232); 90° x 4 (288 x 232)	180° x 2 (768 x 304); 120° x 3 (512 x 304); 90° x 4 (384 x 304)
Horizontal Angle of View (HFOV)		180°	
Max Image Rate		(50 Hz/60 Hz): 25 fps/30 fps	(30 Hz/60 Hz): 15 fps/30 fps ¹
Dynamic Range	WDR Off:	Up to 83 dB	
	WDR On:	Up to 120 dB	
Camera Operating Mode		Full feature or Dewarped video mode (Analytics disabled in Dewarped video mode)	Full feature, High framerate, or Dewarped video mode (Analytics disabled in High framerate and Dewarped video modes)
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode	
3D Noise Reduction Filter		Yes	

¹ Max Frame Rate of 30 fps is only achievable with High Frame Rate mode enabled. High Frame Rate mode will disable analytics.

Lens and IR Illumination		8.0 MP	12.0 MP
Lens		1.4 mm	1.6 mm
IR Illumination Max Distance (high power 850 nm LEDs)		17 m (55 ft) max distance at 0 lux	12 m (39 ft) max distance at 0 lux
Minimum Illumination	With IR	0 lux	0 lux
	Without IR	0.10 lux in monochrome mode; 0.20 lux in color mode	0.19 lux in monochrome mode; 0.38 lux in color mode
Field of View		360°	
Max Aperture		F2.0	
Control		Fixed iris	

Image Control	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG
Motion Detection	Pixel motion and classified object detection
Tamper Detection	Yes
Electronic Shutter Control	Automatic, Manual (1/6 to 1/8000 sec)
Iris Control	Fixed
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones

Network	
Network	100BASE-TX, RJ45 Connector, CAT5e Cabling
ONVIF	ONVIF compliance Profile S, Profile T, Profile G, and Profile M (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license)
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv3, ICMP, DHCP, Zeroconf, ARP, HSTS, QoS, DSCP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

Peripherals	
Onboard Storage	2 x microSD/microSDHC/microSDXC slots - video speed class card required. Class V10 or better recommended. Currently one of the two SD card slots is available for onboard storage.

Auxiliary I/O	
Audio Compression Method	Opus, G.711 PCM 8 kHz
Audio Input/Output	Line level I/O and built-in microphone (can be enabled)
External I/O Terminals	Alarm In, Alarm Out

Mechanical		Surface Mount	In-Ceiling Mount
Dimensions (LxWxH)	Camera	145.5 mm x 145.5 mm x 62 mm; 5.72" x 5.72" x 2.44"	200.6 mm x 200.6 mm x 14.2 mm; 7.9" x 7.9" x 0.56"
	With Mounting Plate	145.5 mm x 145.5 mm x 62 mm; 5.72" x 5.72" x 2.44"	N/A
	With NPT Adapter	158 mm x 158 mm x 103 mm; 6.2" x 6.2" x 4.1"	N/A
Weight	Camera	0.52 kg (1.15 lbs)	0.595 kg (1.31 lbs)
	With Mounting Plate	0.605 kg (1.33 lbs)	N/A
	With NPT Adapter	0.838 kg (1.83 lbs)	N/A
Max. Ceiling Thickness		N/A	31.75 mm; 1.25"
Dome Bubble		Polycarbonate, clear	N/A
Body		Aluminum	Polycarbonate
Housing		Aluminum	Polycarbonate
Finish		Cast, powder coated, close to RAL9002	Plastic, injection molded, close to RAL9002

Electrical		Surface Mount	In-Ceiling Mount
Power Consumption		With IR: 26 W Without IR: 11 W	11 W
Power Source		VDC: 12 V +/-10%, 26 W min PoE: IEEE 802.3af Class 3 PoE+: IEEE 802.3at Class 4	VDC: 12 V +/-10%, 11 W min PoE: IEEE 802.3af Class 3
Power Connector		2-pin terminal block	
RTC Battery Backup		3V manganese lithium	
Memory		2 GB RAM, 512 MB Flash	

Environmental		Surface Mount	In-Ceiling Mount
Operating Temperature		-40 °C to +60 °C (-40 °F to 140 °F)	-10 °C to +60 °C (14 °F to 140 °F)
IR Illuminator Behavior		IR illuminator will turn off if the temperature is 55 °C (131 °F) or higher. The illuminator will operate at 75% power if the temperature is between 27 °C (80 °F) and 39 °C (102 °F) and will operate at 40% power if the	N/A

Environmental	Surface Mount	In-Ceiling Mount
	temperature is between 39 °C (102 °F) and 55 °C (131 °F). Hysteresis: 2 °C (3.6 °F).	
Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)	
Humidity	0 - 95% non-condensing	

Certifications	Surface Mount	In-Ceiling Mount
Certifications/Approvals	UL, cUL, CE, ROHS, RCM, EAC, UKCA, KC, BIS, NOM	
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471	
Environmental	IK10 Impact Rating, IP66 and IP67 Weather Rating	IP5X Ingress Rating
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 50121-4, EN 50130-4, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3	
Electromagnetic Immunity	EN 50121-4, EN 50130-4, EN 55035, EN 61000-6-1	

Analytics Specifications

Supported Analytics Events ¹	
Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

Supported Classified Object Types ¹	
Object Types	Person

¹ Analytics are supported when the camera is installed in the ceiling-mounted orientation mode. There is an analytics blind spot in the middle 20% of the fisheye field of view. Objects will be detected moving in and out of the blind spot, but will not be detected when they are inside the blind spot.

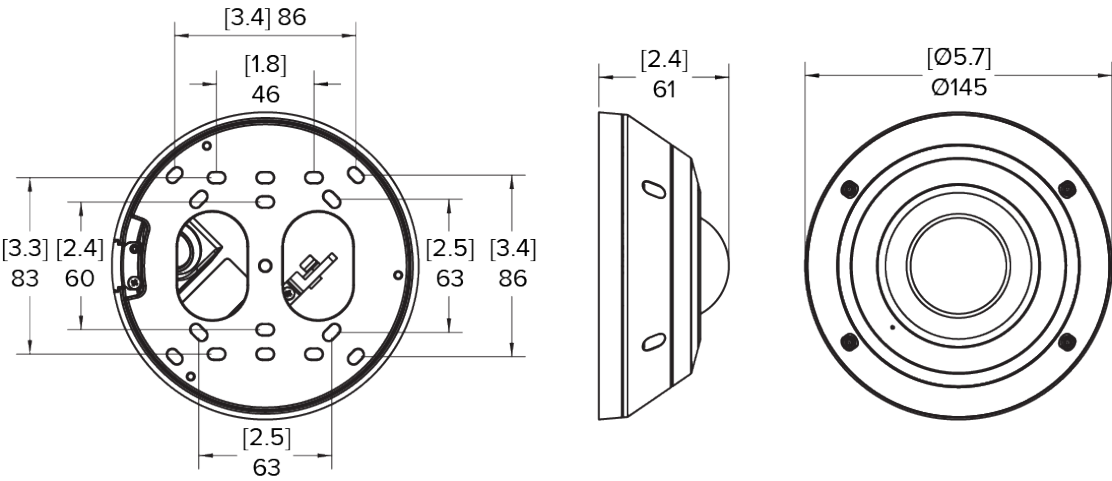
Avigilon Control Center (ACC) Versions Supported Features	
ACC Version 6.14.24 or higher	H.265 supported. Fisheye dewarping is not supported on ACC versions earlier than 6.14.24. Analytics are only supported on ACC 7 systems.
ACC Version 7.12.4 or higher	All supported analytic events with people as classified objects. H.265 supported. Fisheye dewarping is not supported on ACC versions earlier than 7.12.2.

Outline Dimensions

Surface Mount Camera

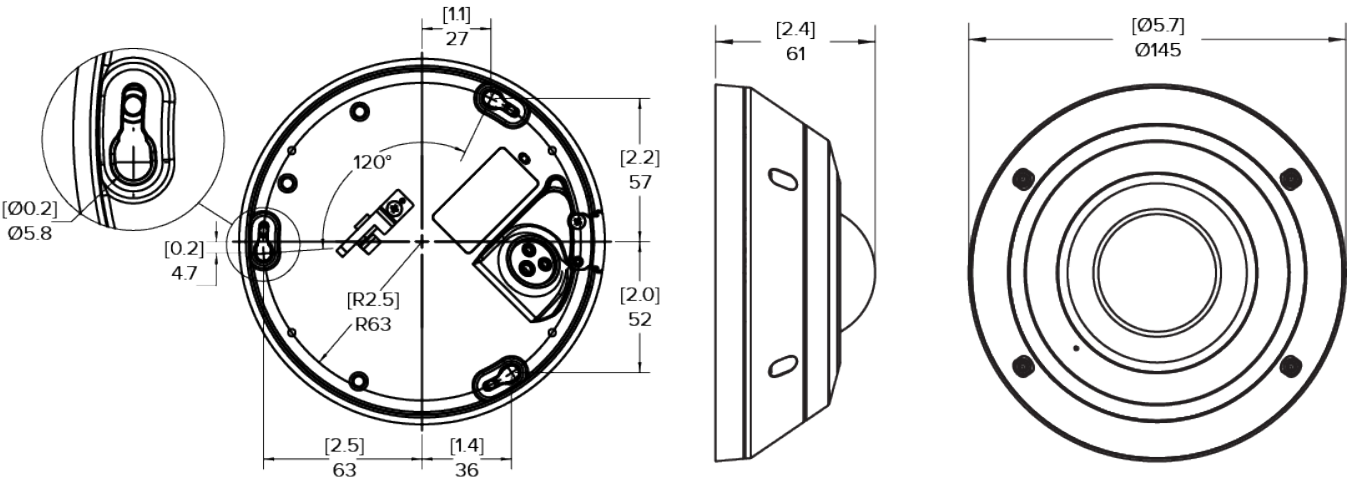
(H5A-FE-DO with mounting plate)

[X.X]	INCHES
X	MM



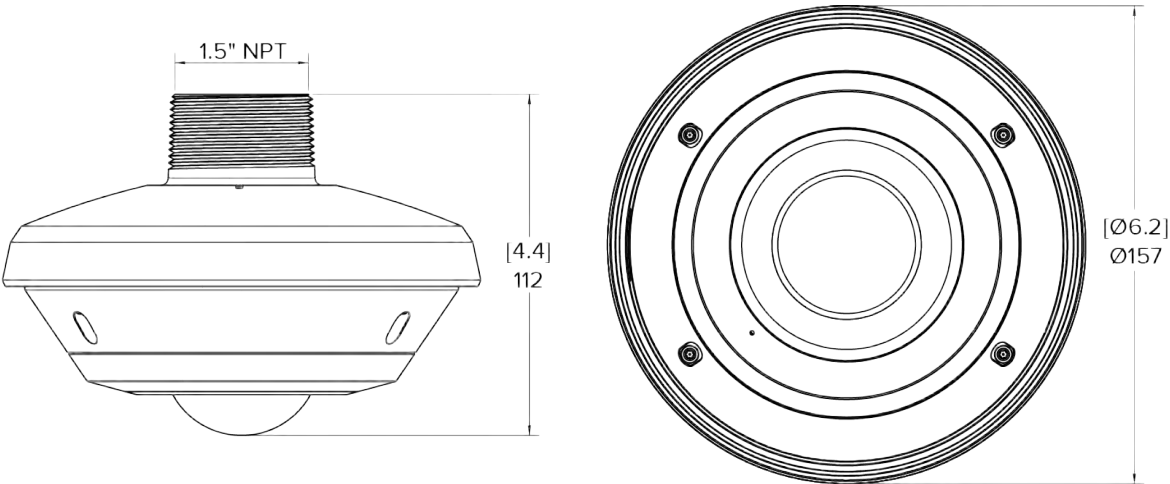
(H5A-FE-DO without mounting plate)

[X.X]	INCHES
X	MM



Pendant Mount Camera

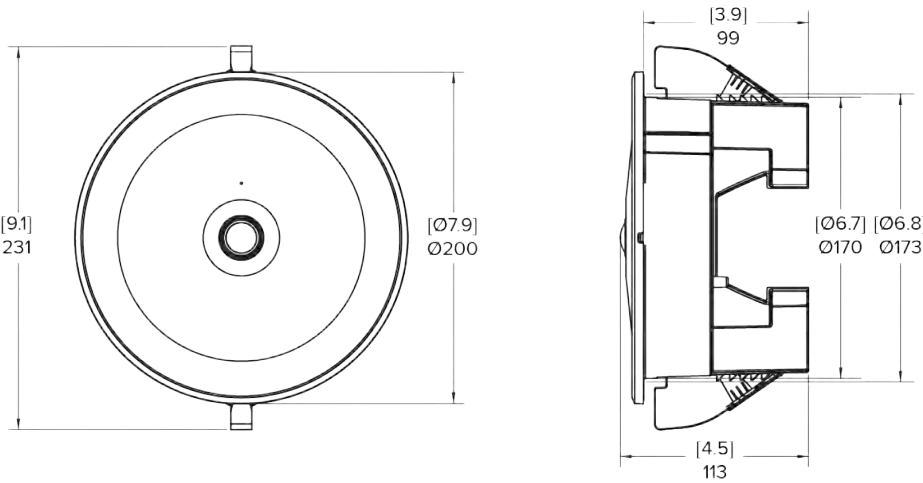
(H5A-FE-DO with H5A-FE-MT-NPTA1 Pendant Adapter)



[X.X]	INCHES
X	MM

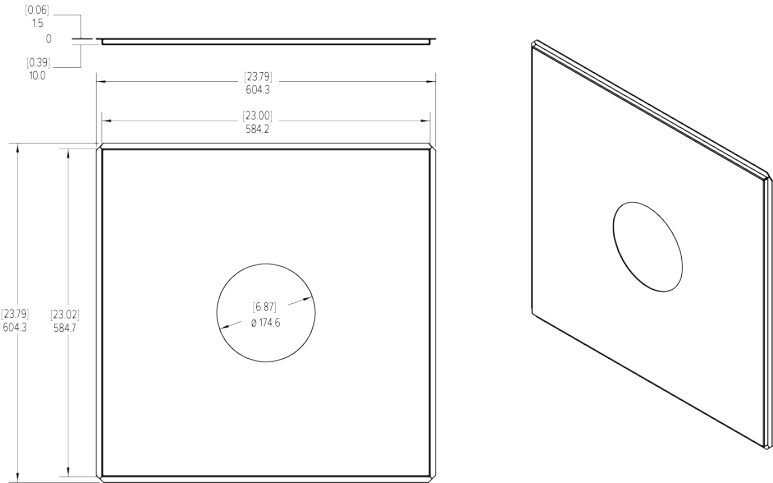
In-Ceiling Mount Camera

(H5A-FE-DC)



[X.X]	INCHES
X	MM

Metal Ceiling Panel (H5A-FE-DC-CPNL1)



Ordering Information

Surface Mount Camera

	MP	WDR	Analytics ¹	Lens	IR	IP66/IP67	HDSM SmartCodec	LIGHTCATCHER Technology
8.0C-H5A-FE-DO1	8.0	✓	✓	Fisheye 1.4 mm		✓	✓	✓
8.0C-H5A-FE-DO1-IR	8.0	✓	✓	Fisheye 1.4 mm	✓	✓	✓	✓
12.0W-H5A-FE-DO1	12.0	✓	✓	Fisheye 1.6 mm		✓	✓	
12.0W-H5A-FE-DO1-IR	12.0	✓	✓	Fisheye 1.6 mm	✓	✓	✓	

¹ Analytics are supported when the camera is installed in the ceiling-mounted orientation mode.

In-Ceiling Mount Camera

	MP	WDR	Analytics ²	Lens	IR	IP66/IP67	HDSM SmartCodec	LIGHTCATCHER Technology
8.0C-H5A-FE-DC1	8.0	✓	✓	Fisheye 1.4 mm			✓	✓
12.0W-H5A-FE-DC1	12.0	✓	✓	Fisheye 1.6 mm			✓	

² Analytics are supported when the camera is installed in the ceiling-mounted orientation mode.

Optional Camera Licenses and Accessories

H5A-FE-MT-NPTA1	NPT adapter for the H5A Fisheye surface mount camera
WLMT-1021	Pendant wall mount, compatible with H5A-FE-MT-NPTA1
PLMT-1001	Pole mount, compatible with WLMT-1021
CRNMT-1001	Aluminum corner mounting bracket, compatible with WLMT-1021
H5A-FE-DC-CPNL1	Metal ceiling panel to reinforce the existing ceiling tile in suspended ceiling installations
H5A-FE-DD-CLER1	Package of 3 dome replacement parts for H5A fisheye surface mount camera
CAM-FIPS	Camera license to enable FIPS Level 1 cryptographic mode on any H5A camera

¹ Excludes H5A Explosion-Protected camera line.

Support

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



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H5A IR PTZ CAMERA

2 MP

4 MP

8 MP

The Avigilon H5A IR Pan, Tilt and Zoom (PTZ) camera empowers security teams to see more in the dark with an automated IR illumination range of up to 300 meters¹ and the ability to look-up 20 degrees above the horizon. Available in 2, 4 and 8 MP, the H5A IR PTZ delivers 360-degree views, up to 40x zoom² and high-resolution imaging for superior situational awareness of vast sites in the most challenging lighting conditions. Whether it's a completely dark airfield or a poorly lit parking lot, the H5A IR PTZ is ready to take on the outdoors with its ability to resist water, corrosion, dust and impact.



FEATURES



AUTOMATED IR ILLUMINATION

Sees up to 300 m¹ in complete darkness and ensures consistent scene illumination with the IR projection angle automatically adjusting to its zoom level and field of view.



NEXT-GENERATION VIDEO ANALYTICS WITH AUTO-TRACKING

Detects more objects with expanded object classifications and automatically tracks objects in zone for faster, decisive responses.



OPERATIONAL RELIABILITY FOR TRAFFIC MONITORING

Meets NEMA TS2 environmental requirements for deployment in traffic monitoring applications.



FIPS 140-2 COMPLIANT

Brings increased data security with FIPS-compliant encryption enabled on cameras³ and an onboard TPM⁴ to secure cryptographic keys.



ABOVE THE HORIZON LOOK-UP

Provides more coverage than a typical PTZ camera with 360-degree views and the ability to look-up 20 degrees above the horizon.



WATER, CORROSION, DUST & IMPACT PROTECTION

Protects against water, dust, corrosion and impact with Type 4X, IP66/67/68 and IK10 ratings.



H.264 & H.265 HDSM SMARTCODEC™ TECHNOLOGY

Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



ONVIF® COMPLIANT

ONVIF Profile S and T compliance enables easy integration with existing ONVIF infrastructures. Profile G compliance supports search, playback and retrieval of recordings on the edge.

¹ 300 m IR illumination range on the 2 MP, 150 m on the 4 and 8 MP.

² 40x zoom on the 2 MP, 36x zoom on the 4 and 8 MP.

³ Optional purchase of FIPS Level 1 camera license (CAM-FIPS).

⁴ FIPS 140-2 Level 3-compliant trusted platform module (TPM).

ONVIF is a trademark of Onvif, Inc.

SPECIFICATIONS

Image Performance	2.0 MP	4.0 MP	8.0 MP
Image Sensor	1/2.8 " progressive scan CMOS	1/2.5 " Type "Exmor R" CMOS Sensor	
Active Pixels (H x V)	1937 (H) x 1097 (V)	2688 (H) x 1512 (V)	3840 (H) x 2160 (V)
Imaging Area (H x V)	4.8 mm (H) x 2.7 mm (V); 0.189 " (H) x 0.106 " (V)	6.25 mm (H) x 3.5 mm (V); 0.246 " (H) x 0.137 " (V)	
Minimum Illumination	0 lux in IR mode; 0.03 lux (F/1.6) in color mode; 0.02 lux (F/1.6) in monochrome	0 lux in IR mode; 0.3 lux (F/2.0) in color mode; 0.09 lux (F/2.0) in monochrome	
IR Range	300 m	150 m	
Dynamic Range	120 dB	100 dB	
Image Rate	Up to 60 fps	Up to 30 fps	
Aspect Ratio (Resolution Scaling)	Down to (16:9) 384 x 216 or (5:4) 320 x 256		
3D Noise Reduction Filter	Yes		

LENS	2.0 MP	4.0 MP	8.0 MP
Lens	4.25 to 170 mm, F/1.6 – F/4.95, autofocus	4.4 mm to 88 mm, F/2.0 – F/3.8, autofocus	
Angle of View Horizontal	66.35 ° – 1.9 °	69.7 ° – 2.2 °	
Zoom	40x	36x (with image stabilization off), 30x (with image stabilization on)	

Image Control	2.0 MP	4.0 MP	8.0 MP
Video Compression	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG		
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG		
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection		
Electronic Shutter Control	Automatic, Manual (1/30 to 1/30,000 sec)		
Iris Control	Automatic, Open, Closed		
Day/Night Control	Automatic, Manual		
Flicker Control	60 Hz, 50 Hz		
White Balance	Automatic, Manual		
Backlight Compensation	On/Off		
Privacy Zones	3D, up to 64 zones		
Presets	500 named presets		
Tours	10 named tours		
Audio Compression Method	G.711 PCM 8 kHz, Opus 48 kHz		
Digital Zoom	Up to 100x when used with ACC™ Client for Windows		
Electronic Image Stabilization	No	Yes	
Digital Defog	Adjustable/Off		

NETWORK	
Network	100BASE-TX
Cabling Type	CAT5e
Connector	RJ-45
ONVIF	ONVIF compliance version 1.02, 2.00, Profile S, Profile T, Profile G (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), onboard FIPS 140-2 L3 certified TPM

NETWORK	
Protocol	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv2, ICMP, DHCP, Zeroconf, ARP, HSTS
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocol	SNMP v2c, SNMP v3

PERIPHERALS	
Audio Input/Output	Line level input and output
External I/O Terminals	2 Alarm In, 2 Relay Out
Onboard Storage	MicroSD/microSDHC/microSDXC slot – video speed class card required. Class V10 or better recommended.

MECHANICAL	
Dimensions (Ø × H)	(Ø) 250 mm × (H) 364 mm (Ø) 9.84 " × (H) 14.33 "
Weight	6.76 kg (14.9 lbs)
Front Window	Optical Glass Window -Ø 78 mm (3.07 ")
Wiper	Integrated with all options
Body	Aluminum ADC1 + Polycarbonate
Housing	Pendant Mount
Finish	Epoxy-polyester powder painted, standard colors grey-white (RAL9002)
Tilt	-20 ° to 90 °, 300 °/second
Pan	Horizontal rotation: 360 °, continuous rotation, 300 °/second

ELECTRICAL		
Power Consumption		75 W max with 24 VDC aux power supply or 90 W PoE, 110 VA with 24 VAC aux power.
Power Source	External Power	24 VDC ±10%; 24 VAC rms ±10%, 50 or 60 Hz
	PoE*	IEEE 802.3bt compliant Class 8 (90W) PoE: Pihong POE90U-1BT6-A-RC (Avigilon part number POE-INJ-BT-90W-NA)
Power Connector		Red and Black input wires
RTC Backup Battery		3V manganese lithium

* High power PoE is only guaranteed with the IEEE 802.3bt compliant Pihong POE90U-1BT (Avigilon part number POE-INJ-BT-90W-NA) .
Contact Avigilon sales or Avigilon technical support for more information

ENVIRONMENTAL	
Operating Temperature	Continuous operation from -40 °C to +60 °C (-40 °F to 140 °F) Pan and tilt speeds reduced by 50% at temperatures -40 °C (-40 °F) or below Wiper is functional at -10 °C to +60 °C (14 °F to 140 °F)
Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)
Humidity	5% to 95%, non-condensing
Wind Speed	Sustained 241 kph (150 mph)

CERTIFICATIONS	
Certifications/Directives	UL, cUL, CE, UKCA, ROHS, RCM, NOM
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC/EN 62471
Environmental and Performance	UL/CSA/IEC 60950-22, IEC 62262 IK10 Impact Rating (enclosure only), IEC 60529 IP66, IP67, IP68 Weather Rating, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-30, NEMA TS 2, NEMA Type 4X
Electromagnetic Emissions	FCC Part 15 Subpart B Class B, IC ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity	EN 55035, EN 50130-4, EN 50121-4

ANALYTICS SPECIFICATIONS

SUPPORTED ANALYTICS EVENTS AT HOME POSITION

Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

AUTO-TRACK OBJECTS IN AREA

Auto-track Objects in Area	The event is triggered when the selected object type moves into the region of interest defined at the home position. The camera will automatically reposition to track the object, returning to the preset home position once object is lost.
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SUPPORTED CLASSIFIED OBJECT TYPES

Object Types in Outdoor Mode	Vehicle, sub-types: Car, Truck, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

TEACH BY EXAMPLE

Teach By Example	Yes, when used with Avigilon Control Center™
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AVIGILON CONTROL CENTER (ACC) VERSIONS SUPPORTED FEATURES

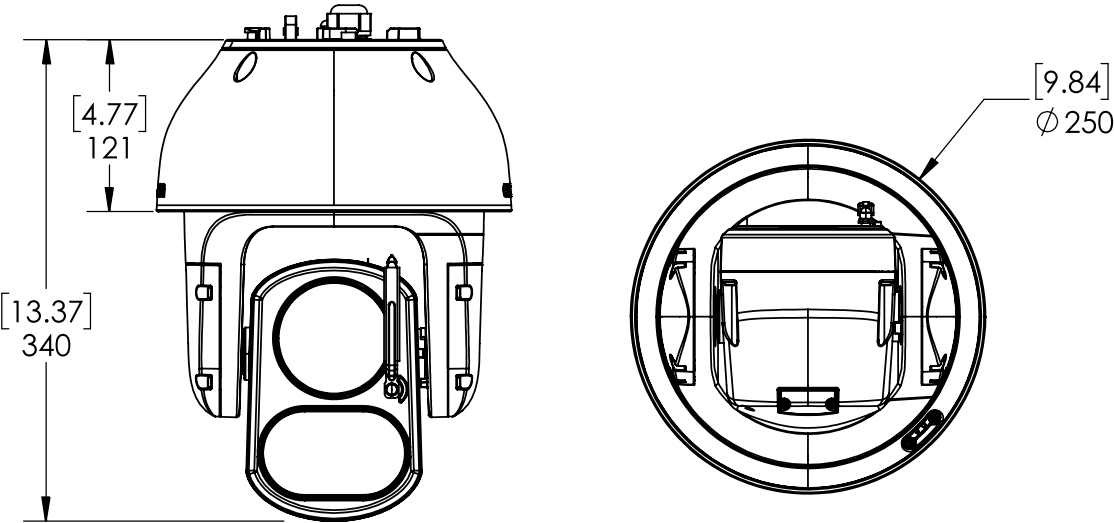
ACC Version 6.14.12 or higher	All supported analytic events with two types of classified objects: person or vehicle. Appearance search when paired with appropriate server hardware. Auto-tracking is not supported. H.265 supported.
ACC Version 7.2 or higher*	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. H.265 supported.

* Auto-tracking requires ACC 7.14.14 or higher to configure.

OUTLINE DIMENSIONS

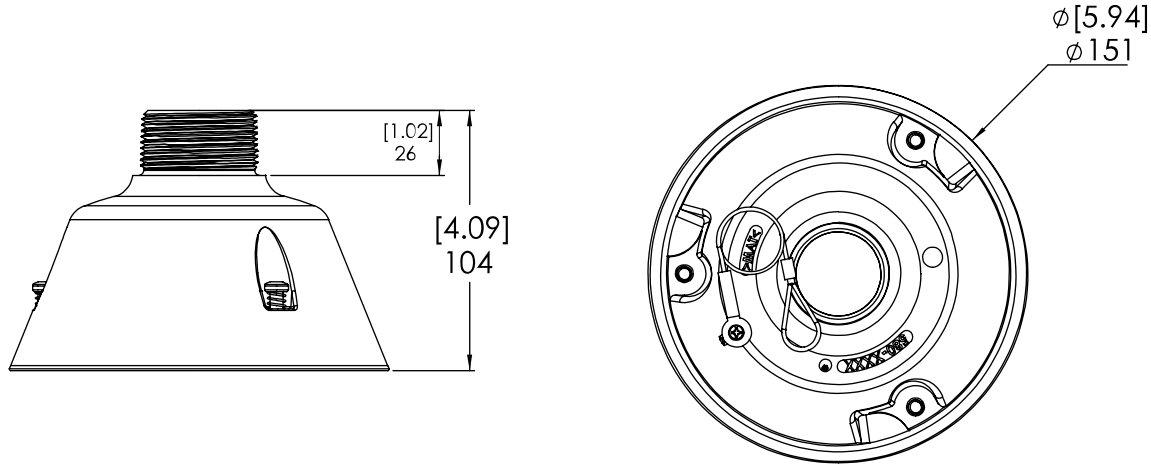
H5A IR PTZ CAMERA (H5A-IR-PTZ)

[X.X]	INCHES
X	MM

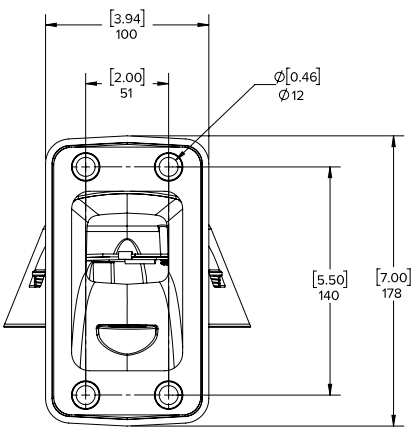
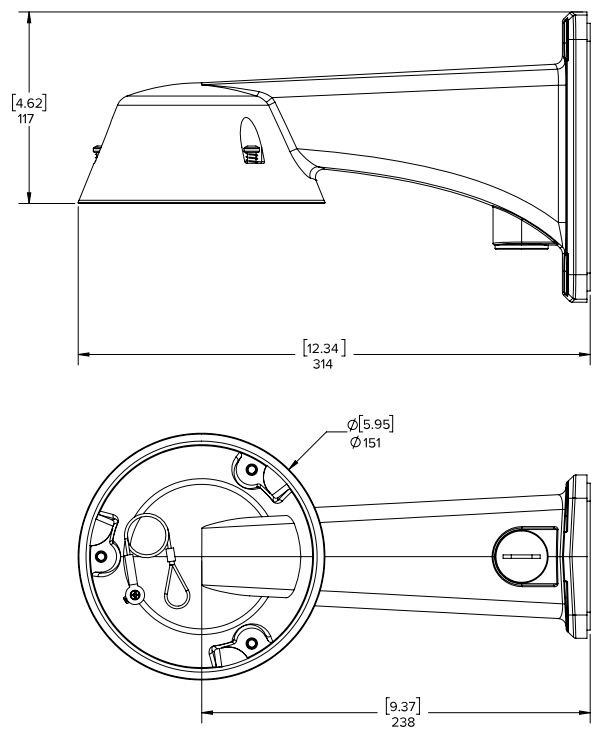


NPT MOUNT (IRPTZ-MNT-NPTA1)

[X.X]	INCHES
X	MM



WALL MOUNT
(IRPTZ-MNT-WALL1)



ORDERING INFORMATION

H5A IR PTZ CAMERAS

	MP	WDR	DIGITAL WDR	LIGHTCATCHER TECHNOLOGY	ANALYTICS AT HOME POSITION	ZOOM	HDSM SMARTCODEC
2.0C-H5A-IRPTZ-DP40-WP	2.0	✓		✓	✓	40x*	✓
4.0C-H5A-IRPTZ-DP36-WP	4.0		✓	✓	✓	36x*	✓
8.0C-H5A-IRPTZ-DP36-WP	8.0		✓	✓	✓	36x*	✓

* For all models, if image stabilization is turned on, max zoom will be 30x

CAMERA ACCESSORIES

	DESCRIPTION
IRPTZ-MNT-NPTA1	NPT Pendant Adapter
IRPTZ-MNT-WALL1	Wall Arm Mount
PLMT-1001	Pole Mounting Bracket
CRNMT-1001	Corner Mounting Bracket
POE-INJ-BT-60W-NA	Gigabit 802.3bt 60 W PoE Injector, single port
POE-INJ-BT-90W-NA	Gigabit 802.3bt 90 W PoE Injector, single port
H5PTZ-ACC-CABL1	Cable gland nut kit, pack of 10

SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



AVIGILON™

Aug 2023 | Rev 9

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H5A MULTISENSOR CAMERA

9 MP

12 MP

15 MP

20 MP

24 MP

32 MP

The Avigilon H5A Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and three or four adjustable sensors into one powerful solution. Monitor virtually any area in all lighting conditions with up to 360-degree views from a single camera. This makes the H5A Multisensor perfect for securing wide areas, including outdoor building corners, parking lots, crossroads, as well as indoor areas with high ceilings, long corridors and hallway intersections.



FEATURES



NEXT-GENERATION VIDEO ANALYTICS

Detects more objects with expanded object classifications and greater accuracy for faster responses, even in crowded scenes.



IMPACT, WATER, DUST & CORROSION PROTECTION

Protects against impact, water, windblown dust and a degree of corrosion with IK10, IP66/67, NEMA Type 4X and TS2 ratings.



ONVIF® COMPLIANT

ONVIF Profile S and T compliance enables easy integration with existing ONVIF infrastructures. Profile G compliance supports search, playback and retrieval of recordings on the edge, while Profile M allows for cross-functionality with third-party analytic solutions.



VARIFOCAL LENSES

Enables you to customize the field of view to optimally protect your site, while lens distortion correction provides a seamless viewing experience.



FIPS 140-2 COMPLIANT WITH INTEGRATED TPM

Meets the high data security standards required by federal government agencies and heavily regulated enterprises with FIPS-compliant cryptography support, integrated TPM and Secure Boot.



HIGH-QUALITY IMAGES IN ALL LIGHTING

Sees clearly in the most challenging lighting conditions with faster frame rates, improved Wide Dynamic Range and optional IR illumination.

ONVIF is a trademark of Onvif, Inc.



MOTOROLA SOLUTIONS

AVIGILON™

SPECIFICATIONS

IMAGE PERFORMANCE		3.0 MP	5.0 MP	4K (8.0 MP)
Image Sensor		1/2.8" CMOS		1/2.8" CMOS
Active Pixels		1920 (H) x 1080 (V) (16:9) 2048 (H) x 1536 (V) (4:3)	2560 x 1440 (16:9) 2592 x 1944 (4:3)	3840 x 2160 (16:9) 2880 x 2160 (4:3)
3 x Image Sensor, Max Resolution (per image sensor)		5760 (H) x 1080 (V) (16:9) 6144 (H) x 1536 (V) (4:3)	7680 x 1440 (16:9) 7776 x 1944 (4:3)	11520 x 2160 (16:9) 8640 x 2160 (4:3)
4 x Image Sensor, Max Resolution (per image sensor)		7680 (H) x 1080 (V) (16:9) 8192 (H) x 1536 (V) (4:3)	10240 x 1440 (16:9) 10368 x 1944 (4:3)	15360 x 2160 (16:9) 11520 x 2160 (4:3)
Sensor Aspect Ratio		4:3	4:3	16:9
IR Illumination - Optional (high power 850 nm LEDs) ¹		30 m (98 ft) maximum distance at 0 lux when camera is mounted at 4 m (13 ft) off the ground		
Minimum Illumination		0.020 lux (F1.5) in color mode 0.018 lux (F1.5) in mono mode 0 lux with optional IR illuminator		0.020 lux (F1.5) in color mode 0.016 lux (F1.5) in mono mode 0 lux with optional IR illuminator
Dynamic Range	WDR On	120 dB, true WDR, dual exposure		
	WDR Off	80 dB		
3D Noise Reduction Filter		Yes		
Image Rate-Analytics Enabled on All Sensors²:				
3 x Image Sensor (60 Hz, 50 Hz)		30 / 25 fps	30 / 25 fps	24 / 20 fps
4 x Image Sensor (60 Hz, 50 Hz)		30 / 25 fps	24 / 25 fps	17 / 16 fps
Image Rate-High Framerate Mode³:				
3 x Image Sensor (60 Hz, 50 Hz)		60 / 50 fps	40 / 33 fps	24 / 25 fps
4 x Image Sensor (60 Hz, 50 Hz)		40 / 33 fps	30 / 25 fps	20 / 20 fps

IMAGE CONTROL	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG
Motion Detection	Selectable sensitivity and threshold
Electronic Shutter Control	Automatic, Manual (1/7.5 to 1/8000 sec)
Iris Control	Fixed
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones
Removable Privacy Zones	Up to 8 zones per image sensor
Lens Distortion Correction	Fixed

LENS (PER IMAGE SENSOR)	3.0 MP	5.0 MP	4K (8.0 MP)
Focal Length	3.3-5.7 mm		
Lens and Horizontal Field of View Based on Aspect Ratio	53° - 97° (16:9) 53° - 99° (4:3)		58° - 108° (16:9) 43° - 76° (4:3)

¹ The IR intensity is based on supplied PoE power.

² Full Feature Mode: Analytics and WDR enabled with H.265.

³ High Frame Rate Mode: Analytics disabled with H.265. Max frame rate with WDR enabled is 30 fps.

LENS (PER IMAGE SENSOR)	3.0 MP	5.0 MP	4K (8.0 MP)
Lens and Vertical Field of View Based on Aspect Ratio	29° - 50° (16:9) 39° - 69° (4:3)		32° - 55° (16:9) 32° - 55° (4:3)
Aperture Range	F1.5 - F1.9		
Control	Fixed Iris, Remote Focus and Zoom		

NETWORK	
Network	Gigabit Ethernet, 100BASE-TX, 1000BASE-TX
Cabling Type	CAT5E
Connector	RJ-45
API	ONVIF® compliance Profile S, T, M, and G (www.onvif.org)
Security	Signed and encrypted firmware, password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, TLS1.3, FIPS140-2 Level 3 via onboard TPM
Secure Boot	Yes
Protocol	IPv4, IPv6, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv2, ICMP, DHCP, Zeroconf, ARP, HSTS
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

PERIPHERALS	
USB Port	USB 2.0
Onboard Storage	Dual MicroSD/microSDHC/microSDXC slot - video speed class card required. Class V10 or better recommended. The dual SD cards will work as one contiguous region of storage.

AUXILIARY I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output	Line level input and output
External I/O Terminal	Alarm In, Alarm Out

ELECTRICAL	IN-CEILING	SURFACE MOUNT	PENDANT MOUNT
Power Consumption	26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)	With IR: 52 W with 24 VDC 74 VA with 24 VAC 51 W with high power PoE (PoE++) Without IR: 26 W with 24 VDC 37 VA with 24 VAC 25.5 W with IEEE 802.3at Type 2 (PoE+)
External Power	24 VDC ± 10 %; 24 VAC rms ± 10 %, 50 or 60 Hz		
PoE*	30 W IEEE 802.3at Type 2 (PoE+)	With IR: 60 W (PoE++): IEEE 802.3bt Type 3, Cisco® UPoE or legacy high-power PoE* Up to 35% IR Power or without IR: 30 W IEEE 802.3at Type 2 (PoE+)	
Redundant Power	Seamless failover between PoE and Aux and back without interruption in camera operation		

* Supported high power PoE products are listed in the **Optional Injectors and Switches** Section and may require adjusting the PoE mode switch. Contact sales or technical support for more information.

MECHANICAL	IN-CEILING	SURFACE MOUNT	PENDANT MOUNT
Dimension	Overall: 298 mm x 161 mm (11.75" x 6.33") Below mounting surface: 298 mm x 64 mm (11.75" x 2.52")	304 mm x 114 mm (11.95" x 4.48")	With wall arm: 385 mm x 262 mm x 299 mm (15.15" x 10.30" x 11.77") With NPT adapter: 299 mm x 248 mm (11.77" x 9.76")
Weight	Mount: 1100 g (2.4 lbs)	Mount: 950 g (2.1 lbs)	Wall Mount: 1190 g (2.6 lbs)

MECHANICAL	IN-CEILING	SURFACE MOUNT	PENDANT MOUNT
	Bezel: 490 g (1.1 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs)	Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)	NPT Adapter Mount: 470 g (1.04 lbs) Pendant: 1680 g (3.7 lbs) Bezel: 1250 g (2.8 lbs) Camera Module (4 lenses): 1590 g (3.5 lbs) Optional IR Illuminator Ring: 670 g (1.5 lbs)
Body	Aluminum, Plastic dome trim	Aluminum	Aluminum
Finish	Plastic, Injection Molded, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C	Cast, Anodized and Powder Coated, Pantone 427C
Optional IR Illuminator Ring	Not available	Optional accessory, 30 m (98 ft) IR range	

ENVIRONMENTAL	IN-CEILING	SURFACE MOUNT	PENDANT MOUNT
Operating Temperature	-10 °C to +50 °C (14 °F to 122 °F)		-40 °C to +60 °C (-40 °F to 140 °F)
Storage Temperature	-30 °C to +70 °C (-22 °F to 158 °F)		
Humidity	0 - 95% non-condensing		
IR Illumination Behavior	Not available	The IR illuminator will operate at 100% power from -40 °C to 44 °C (-40 °F to 111 °F). The IR power will reduce to 60% from 44 °C to 53 °C (111 °F to 127 °F). The IR illuminator will turn off when the temperature is greater than 53 °C (127 °F). Hysteresis: 6 °C (10.8 °F). For 25.5 W PoE+, the IR illuminator will operate at only 35% power and will turn off if the temperature is below -26 °C (-15 °F).	

PER SENSOR	
Tilt	+7° to 96° from horizon
Pan	+/-120° (depending on position of image sensors)
Azimuth	+/-180°

CERTIFICATIONS	IN-CEILING	SURFACE MOUNT	PENDANT MOUNT
Certifications/Approvals	UL, cUL, CE, ROHS, RCM, BIS, UKCA, NOM, KC		
Safety Standards	UL 62368-1, CSA 62368-1, IEC/EN 62368-1		
	UL 2043 (Plenum)	IEC/EN 62471	
Environmental Standards/Ratings	IEC 60529 IP5X rating (dust only)	IEC 60529 IP66, IP67 rating IEC/EN 62262 Impact (IK 10) IEC/EN 60068-2-6 Product Vibration IEC/EN 60068-2-27 Product Shock Type 4X	
Electromagnetic Emissions Standards	FCC Part 15 Subpart B (Class A) ICES-003 (Class A) EN 55032 (Class A) EN 61000-3-2 EN 61000-3-3		
Electromagnetic Immunity Standards	EN 55035 EN 61000-6-1 EN 50121-4 EN 50130-4		
NEMA TS2	Not applicable	NEMA TS2 paragraph 2.2.7 - 2.2.9	

SUPPORTED ANALYTICS EVENTS	
Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type stays within the region of interest for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.

SUPPORTED ANALYTICS EVENTS

Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object in a region of interest stops moving for the specified threshold time.
Object Too Close	The event is triggered when an object moves to within a certain threshold distance of another object.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

SUPPORTED CLASSIFIED OBJECT TYPES

Object Types in Outdoor Mode	Person and Vehicle sub-types: Car, Truck, Bicycle, Motorcycle, Bus
Object Types in Indoor Mode	Person

TEACH BY EXAMPLE

Object Types Teach By Example in Outdoor Mode	Yes, when used with Avigilon Control Center™.
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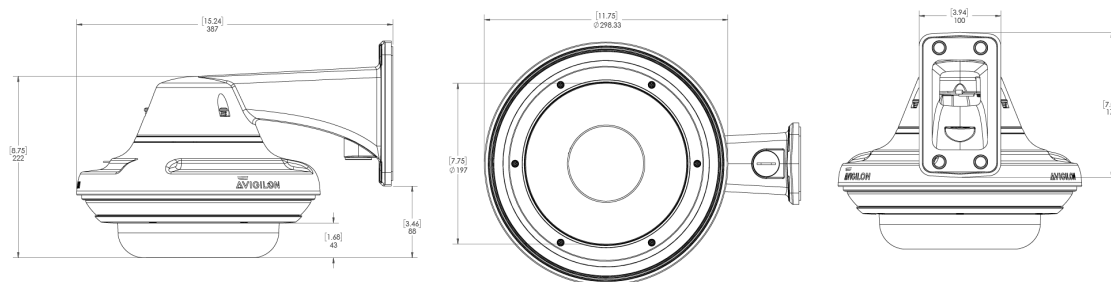
AVIGILON CONTROL CENTER (ACC) VERSIONS SUPPORTED FEATURES

ACC Enterprise Edition Version 7.2 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects.
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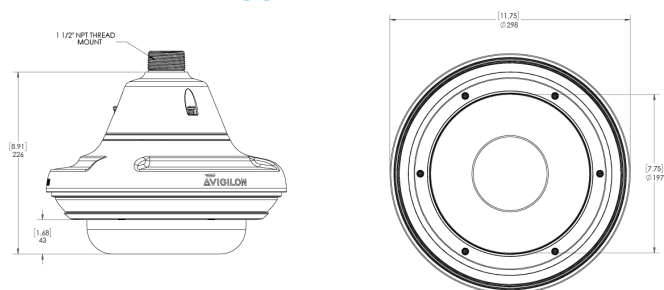
OUTLINE DIMENSIONS

PENDANT WALL MOUNT

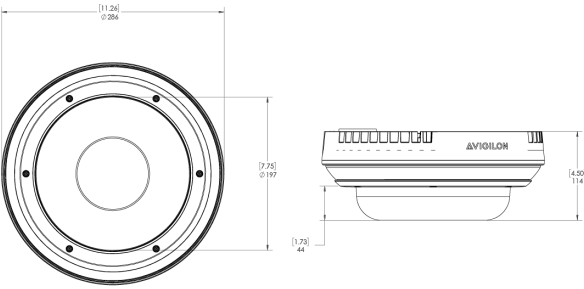
[X.X]	INCHES
X	MM



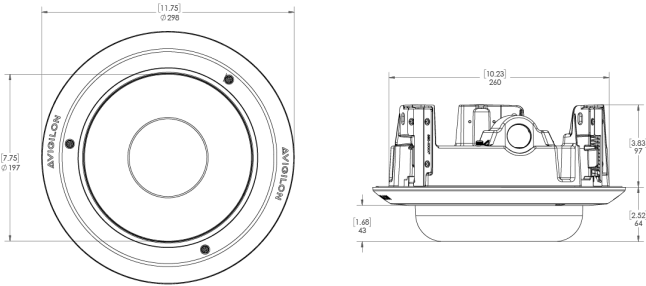
PENDANT NPT MOUNT



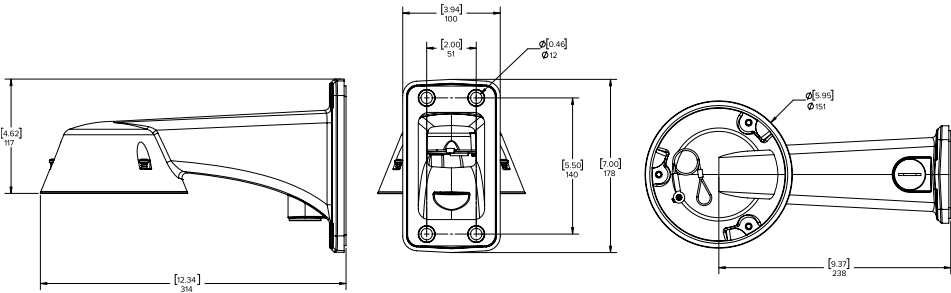
SURFACE MOUNT



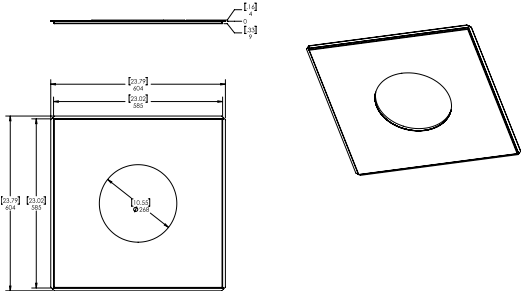
IN-CEILING MOUNT



WALL MOUNT



METAL CEILING PANEL



ORDERING INFORMATION

The variety of mounting options for the H5A Multisensor provides maximum flexibility. All the available camera modules can be used in any of the mounting options.

MOUNTING SCENARIO		ORDERING INFORMATION
PENDANT WALL MOUNT		Order one of: • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • WLMT-1001 • Optional, H4AMH-AD-IRIL1
PENDANT NPT MOUNT		Order one of: • Camera module • H5AMH-AD-PEND1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • NPTA-1001 • Optional, H4AMH-AD-IRIL1
SURFACE MOUNT		Order one of: • Camera module • H5AMH-AD-DOME1 • H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE • Optional, H4AMH-AD-IRIL1
IN-CEILING MOUNT		Order one of: • Camera module • H5AMH-AD-CEIL1 • H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE • Optional, CLPNL-1001 if ceiling panel is needed

CAMERA MODULES

With the modular design of the H5A Multisensor, any camera module can be paired with any mounting adapter for maximum versatility and optimal installation. Each camera module must be ordered with a matching mounting adapter and dome cover.

DISPLAY PART NUMBER	DESCRIPTION
9C-H5A-3MH	3X3MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
12C-H5A-4MH	4X3MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
15C-H5A-3MH	3X5MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
20C-H5A-4MH	4X5MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
24C-H5A-3MH	3X8MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only
32C-H5A-4MH	4X8MP, WDR, 360 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only

MOUNTING ADAPTERS AND DOME COVERS

The H5A Multisensor modular design provides pendant, surface, or in-ceiling mounting adapters and a choice of two dome covers compatible with all the H5A Multisensor camera modules.

DISPLAY PART NUMBER	DESCRIPTION
H5AMH-AD-DOME1	Outdoor surface mount adapter, must order either a H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-PEND1	Outdoor pendant mount adapter, must order one of WLMT-1001 or NPTA-1001 and one of H5AMH-DO-COVR1 or H5AMH-DO-COVR1-SMOKE.
H5AMH-AD-CEIL1	In-ceiling adapter, must order either a H5AMH-DC-COVR1 or H5AMH-DC-COVR1-SMOKE.
H5AMH-DO-COVR1	Dome bubble and cover, for outdoor surface mount or pendant mount, clear.
H5AMH-DO-COVR1-SMOKE	Dome bubble and cover, for outdoor surface mount or pendant mount, smoked. Not recommended for low light applications.
H5AMH-DC-COVR1	Dome bubble and cover, for in-ceiling mount, clear.
H5AMH-DC-COVR1-SMOKE	Dome bubble and cover, for in-ceiling mount, smoked. Not recommended for low light applications.
WLMT-1001	Pendant wall arm adapter, for use with H5AMH-AD-PEND1.
NPTA-1001	Pendant NPT adapter for use with H5AMH-AD-PEND1.
PLMT-1001	Aluminum pole mounting bracket, compatible with WLMT-1001.
CRNMT-1001	Aluminum corner mounting bracket, compatible with WLMT-1001.
CLPNL-1001	Metal ceiling panel.

OPTIONAL IR ILLUMINATOR

The optional IR Illuminator is available for the H5A Multisensor when mounted in a pendant or surface mount adapter.

DISPLAY PART NUMBER	DESCRIPTION
H4AMH-AD-IRIL1	Optional IR illuminator ring, for use with H5AMH-DO-COVR1.

OPTIONAL INJECTORS

DISPLAY PART NUMBER	DESCRIPTION
PD-9001 GR/AT/AC-*-MSI	Indoor single port PoE+ 30W injector. Injector operational temperature range -20 °C to +40 °C (-4 °F to 104 °F).
POE60U-1BTE	Gigabit 802.3bt 60 W PoE Injector, single port.

OPTIONAL ACCESSORIES

DISPLAY PART NUMBER	DESCRIPTION
USB-AC56-NA-MSI / USB-AC56-EU-MSI	USB Wi-Fi adapter.
CBLKT-1001	Cable kit replacement for Multi Head cameras.
CAM-FIPS	Camera license to enable FIPS cryptographic mode on the H5A Multisensor or any H5A camera.

SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



AVIGILON™

Aug 2023 | Rev 1

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H5A MODULAR CAMERA

3 MP

5 MP

The Avigilon H5A Modular Camera is designed for areas with limited space or that require a discreet and unobtrusive monitoring solution, such as ATMs, police interview rooms, retail checkout counters, building entrances and more. The camera's flexible imager modules can easily be positioned in different orientations to help capture the most optimal view of people or scenes of interest for investigations. It comes equipped with Next-Generation Video Analytics for enhanced object detection and classification, Unusual Activity Detection, and supports Facial Recognition and Avigilon Appearance Search technologies to expedite response times for critical events.



FEATURES



NEXT-GENERATION VIDEO ANALYTICS

Detects more objects with expanded object classifications and greater accuracy for faster responses, even in crowded scenes.



H.264 AND H.265 WITH HDSM SMARTCODEC™ TECHNOLOGY

Optimizes compression levels for regions in a scene to help maximize bandwidth savings and keep internet connectivity costs down.



FIPS 140-2 COMPLIANT²

Brings increased data security with FIPS-compliant cryptography enabled on cameras.



ONVIF® COMPLIANT

ONVIF Profile S, T and G compliance allows easy integration with existing ONVIF infrastructures.



WIDE DYNAMIC RANGE

Captures high-quality image details in scenes with strong backlight.



FLEXIBLE INSTALLATION

Detachable cables with multiple length options are available to help reduce installation times and enable flexible positioning of the imager modules for ideal scene coverage.



DUST & WATER RESISTANCE¹

IP66 rating for resistance from dust and water.



SMALL & DISCREET FORM FACTORS

Lightweight form factors allow for easy installation in practically any environment, including tight spaces and discreet applications, such as behind false walls or ceilings.



CUSTOMIZABLE DESIGN

A modular design offers you the ability to mix and match different resolutions and/or form factors to suit your site's coverage needs.



SEAMLESS CONNECTIVITY WITH AVIGILON CONTROL CENTER (ACC)

Connects with ACC™ software to bring you the right information to take action with a full suite of AI-powered capabilities at your fingertips.

ONVIF is a trademark of Onvif, Inc.

¹Available on Micro Bullet Imager Module only.

² Optional purchase of FIPS Level 1 camera license or CRYPTR microSD hardware-based encryption and key management for FIPS Level 3 support and certification.

SPECIFICATIONS - MAIN UNIT

IMAGE CONTROL AND PERFORMANCE		
Image Compression Method		H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode
Streaming		Multi-stream H.264, Multi-stream H.265, Motion JPEG
Max Image Rate (Based on combined resolution of one or two imagers)	High Frame Rate: (50 Hz/60 Hz)	(≤ 6 MP) 25 fps/30 fps (8 MP) 25 fps/24 fps (10 MP) 20 fps/24 fps
	Full Feature Mode: (50 Hz/60 Hz)	(≤ 5 MP) 25 fps/30 fps (6 MP) 25 fps/24 fps (8 MP) 20 fps/20 fps (10 MP) 12.5 fps/15 fps
Dynamic Range		Up to 120 dB
Motion Detection		Pixel motion; Selectable sensitivity and threshold. Classified object detection
Tamper Detection		Yes
Electronic Shutter Control		Automatic, Manual (1/7.5 to 1/8000 sec)
Flicker Control		60 Hz, 50 Hz
White Balance		Automatic, Manual
Backlight Compensation		Adjustable
Privacy Zones		Up to 64 zones
AUXILIARY		
Audio Compression Method		G.711 PCM 8 kHz, Opus
Audio Input/Output		Line level input and output
External I/O Terminals		Alarm In, Alarm Out
NETWORK		
Network		100BASE-TX
Cabling Type		CAT5E cabling for PoE Coaxial cabling for imager modules
Connector		RJ-45 for PoE HD BNC for imager modules
ONVIF		ONVIF compliance Profile S, Profile T, and Profile G (www.onvif.org)
Security		Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), FIPS 140-2 L3 (with optional accessory)
Protocols		IPv4, IPv6, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv2, ICMP, DHCP, Zeroconf, ARP
Streaming Protocols		RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols		SNMP v2c, SNMP v3
PERIPHERALS		
Onboard Storage		2 x microSD/microSDHC/microSDXC slots - video speed class card required. Class V10 or better recommended. One of the two SD card slots is available for onboard storage.
MECHANICAL		
Dimensions (LxWxH)	Body Only	105 mm x 123 mm x 34 mm; 4.13 " x 4.84 " x 1.34 "
	Including HD BNC Connector	114 mm x 123 mm x 34 mm; 4.50 " x 4.84 " x 1.34 "
Weight		0.517 kg (1.14 lbs)

MECHANICAL	
Body	Aluminum
Housing	Stainless steel (bracket)
Finish	Black
ELECTRICAL	
Power Consumption	13 W Max
Power Source	VDC: 12 V +/-10%, 11.5 W min PoE: IEEE 802.3af Class 3 compliant
Power Connector	2-pin terminal block
RTC Battery Backup	3V manganese lithium
ENVIRONMENTAL	
Operating Temperature	-10 °C to +60 °C (14 °F to 140 °F)
Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)
Humidity	0 - 100% RH
CERTIFICATIONS	
Certifications/Directives	UL, cUL, CE, UKCA, ROHS, RCM
Safety	UL 62368-1, CSA 62368-1, IEC/EN 62368-1
Electromagnetic Emissions	FCC Part 15 Subpart B Class A, ICES-003 Class A, EN 55032 Class A, EN 61000-3-2, EN 61000-3-3
Electromagnetic Immunity	EN 55035, EN 61000-6-1
Environmental	IEC 60068-2-27, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-1, IEC 60068-2-2
Warranty	5-year limited warranty. Extended warranty not available.

SPECIFICATIONS - IMAGER

IMAGE PERFORMANCE		3.0 MP	5.0 MP
Image Sensor		1/2.7 " Progressive Scan	1/2.7 " Progressive Scan
Imaging Area (H x V)		5.4 mm x 3.9 mm; 0.213 " x 0.154 "	
Max Image Rate		(50 Hz/60 Hz): 25 fps/30 fps	
Streaming Resolutions	Primary Stream:	Right Angle: 2128 x 1368, 1920 x 1080, 1360 x 2128, 1088 x 1920 Micro Bullet: 2128 x 1536, 1920 x 1080, 1536 x 2128, 1088 x 1920	Micro Bullet: 2688 x 1944, 2128 x 1536, 2560 x 1440, 1920 x 1080, 1952 x 2688, 1536 x 2128, 1440 x 2560, 1088 x 1920
	Secondary Stream:	Right Angle: 1248 x 800, 832 x 536, 672 x 432, 528 x 336, 400 x 256 1280 x 720, 720 x 480, 640 x 360, 512 x 288, 384 x 216 800 x 1248, 528 x 832, 432 x 672, 336 x 528, 256 x 400 720 x 1280, 480 x 720, 368 x 640, 288 x 512, 240 x 424 Micro Bullet: 1248 x 904, 832 x 600, 672 x 480, 528 x 384, 400 x 288 1280 x 720, 720 x 480, 640 x 360, 512 x 288, 384 x 216 912 x 1248, 608 x 832, 480 x 672, 384 x 528, 288 x 400 720 x 1280, 480 x 720, 368 x 640, 288 x 512, 240 x 424	Micro Bullet: 1248 x 904, 832 x 600, 672 x 480, 528 x 384, 400 x 288 1280 x 720, 720 x 480, 640 x 360, 512 x 288, 384 x 216 912 x 1248, 608 x 832, 480 x 672, 384 x 528, 288 x 400 720 x 1280, 480 x 720, 368 x 640, 288 x 512, 240 x 424
Dynamic Range	WDR Off:	Up to 82 dB	
	WDR On:	Up to 120 dB	
3D Noise Reduction Filter		Yes	

LENS	RIGHT ANGLE	MICRO BULLET
Lens	3.7 mm fixed pinhole aperture	2.8 mm fixed
Minimum Illumination	0.1 lux	
Horizontal Angle of View (HFOV)	92 °	110 °
Vertical Angle of View (VFOV)	53 °	80 °
Max Aperture	F2.5	F2.0
Control	Fixed	

IMAGE CONTROL	
Electronic Shutter Control	Automatic, Manual (1/7.5 to 1/8000 sec)
Iris Control	Fixed
Day/Night Control	Automatic, Manual
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Privacy Zones	Up to 64 zones

CONNECTOR	
Cabling Type	Coaxial cable
Connector	HD BNC

MECHANICAL		RIGHT ANGLE	MICRO BULLET
Dimensions (LxWxH)	Imager Module Body Only	45 mm x 25 mm x 20 mm; 1.77 " x 0.98 " x 0.79 "	42 mm x 30 mm diameter; 1.65 " x 1.18 " diameter
	Including HD BNC Connector	54 mm x 25 mm x 20 mm; 2.13 " x 0.98 " x 0.79 "	50 mm x 30 mm diameter; 1.97 " x 1.18 " diameter

MECHANICAL	RIGHT ANGLE	MICRO BULLET
Weight	0.028 kg (0.06 lbs)	0.043 kg (0.09 lbs)
Body	Aluminum	
Housing	Plastic	
Finish	Black	

ENVIRONMENTAL	RIGHT ANGLE	MICRO BULLET
Operating Temperature	-30 °C to +60 °C (-22 °F to 140 °F)	
Storage Temperature	-10 °C to +70 °C (14 °F to 158 °F)	
Humidity	0 - 100% RH	
Environmental	N/A	IP66 Rating

ANALYTICS SPECIFICATIONS

SUPPORTED RULE BASED VIDEO ANALYTIC EVENTS (PER IMAGER)

Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type stays within the region of interest for an extended amount of time.
Object Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	This event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have left the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object in a region of interest stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Tamper Detection	The event is triggered when the scene unexpectedly changes.

SUPPORTED CLASSIFIED OBJECT TYPES

Object Types in Outdoor Mode	Vehicle, sub-types: Car, Truck, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

TEACH BY EXAMPLE

Teach By Example	Yes, when used with Avigilon Control Center™
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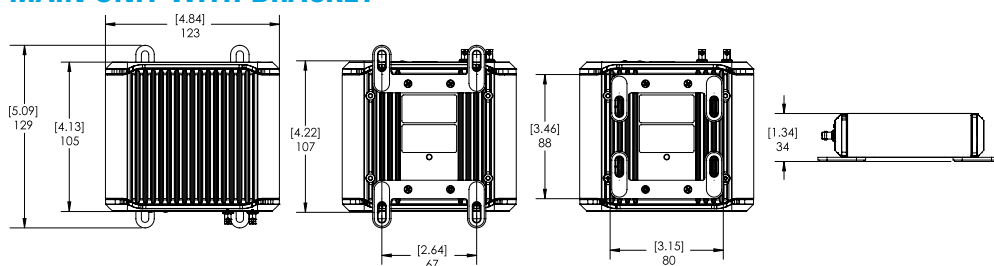
AVIGILON CONTROL CENTER (ACC) VERSIONS SUPPORTED FEATURES*

ACC Version 6.14.26 or higher	All supported analytic events with two types of classified objects: person or vehicle. Appearance search when paired with appropriate server hardware. H.265 supported.
ACC Version 7.14.6 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. H.265 supported.

*Indoor Close-up analytic mode is only supported on ACC 7.14.12 and later. Each main unit consumes only one ACC channel license whether one or two imagers are connected.

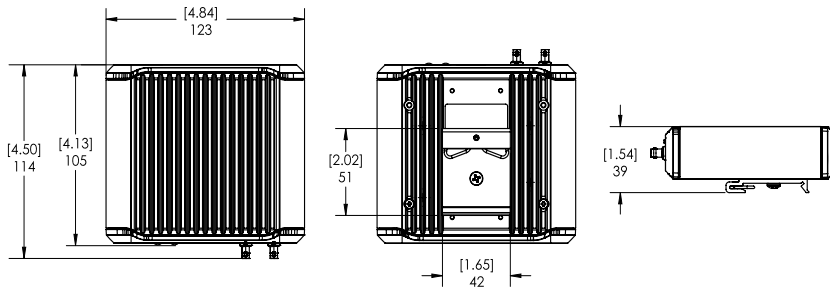
OUTLINE DIMENSIONS

MAIN UNIT WITH BRACKET

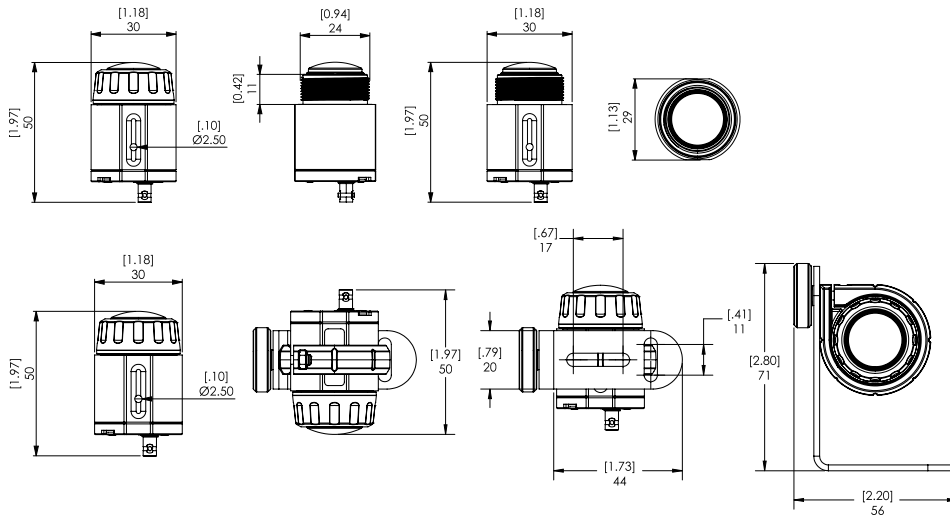


[X.X]	INCHES
X	MM

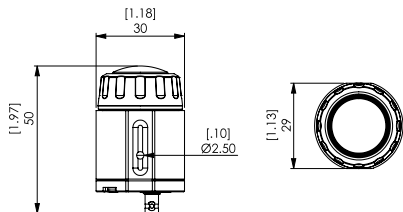
MAIN UNIT WITH DIN RAIL MOUNT (OPTIONAL)



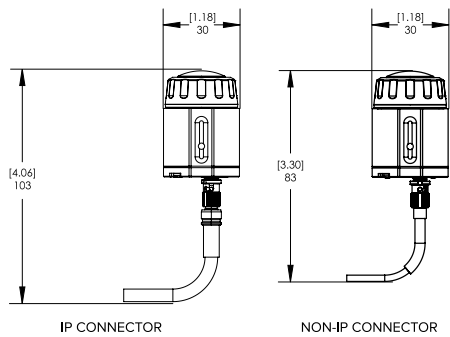
MICRO BULLET IMAGER WITH BRACKET



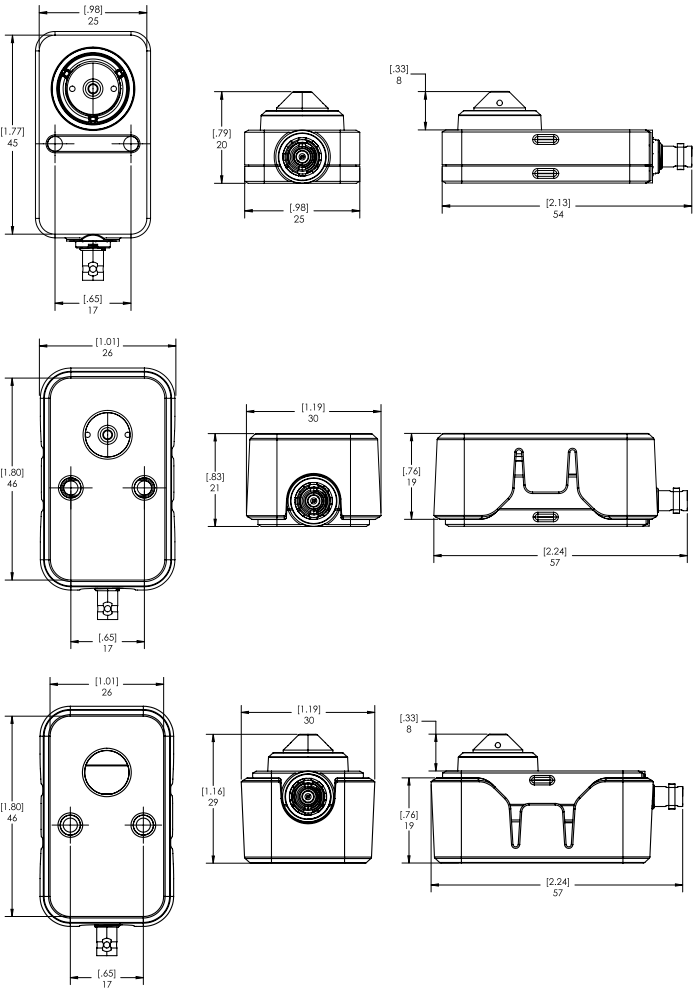
MICRO BULLET IMAGER WITH SIDE RAIL MOUNT



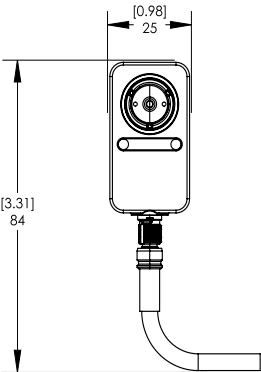
MICRO BULLET IMAGER WITH MIN. CABLE LENGTH



RIGHT ANGLE IMAGER WITH BRACKET



RIGHT ANGLE IMAGER WITH MIN. CABLE LENGTH



ORDERING INFORMATION

The variety of mounting options for the H5A Modular provides maximum flexibility to combine different imager modules and cable configurations.

MAIN UNIT	IMAGER MODULES	REQUIRED ACCESSORIES
 H5A Modular Camera Main Unit (H5A-MOD-2P)	Order up to two imager modules per Main Unit, any combination of the following:  H5A Right Angle Imager (3C-H5MOD-RP4)  H5A Micro Bullet Imager (xC-H5MOD-MB2)	Order one cable for each imager module: • CBL2M-1001 (2 m) • CBL5M-1001 (5 m)

IMAGER MODULES

With the modular design of the H5A Modular, either camera module can be connected to the H5A Modular Camera Main Unit for maximum versatility and optimal installation.

	FORM FACTOR	MP	WDR	ANALYTICS	LENS	IP66	HDSM SMARTCODEC	LIGHTCATCHER TECHNOLOGY
3C-H5MOD-RP4	Right Angle	3.0	✓	✓	3.7 mm, Fixed Pinhole		✓	✓
3C-H5MOD-MB2	Micro Bullet	3.0	✓	✓	2.8 mm, Fixed	✓	✓	✓
5C-H5MOD-MB2	Micro Bullet	5.0	✓	✓	2.8 mm, Fixed	✓	✓	✓

CAMERA MAIN UNIT

DISPLAY PART NUMBER	DESCRIPTION
H5A-MOD-2P	H5A Modular Camera Main Unit

CAMERA IMAGER

DISPLAY PART NUMBER	DESCRIPTION
3C-H5MOD-RP4	3 MP Pinhole Right Angle Imager (H5A Modular)
3C-H5MOD-MB2	3 MP Fixed Lens Micro Bullet Imager (H5A Modular)
5C-H5MOD-MB2	5 MP Fixed Lens Micro Bullet Imager (H5A Modular)

CAMERA CABLES

DISPLAY PART NUMBER	DESCRIPTION
CBL2M-1001	2 m (6 ft) HD BNC Cable for H5A Modular Camera Imager
CBL5M-1001	5 m (16 ft) HD BNC Cable for H5A Modular Camera Imager

OPTIONAL MOUNTING ADAPTERS

DISPLAY PART NUMBER	DESCRIPTION
BRKTMD-1001	Din rail mount for H5A Modular Camera Main Unit
BRKTMD-1011	Replacement L Bracket for Micro Bullet Imager H5A Modular
BRKTMD-1021	Replacement Flat Bracket for Right Angle Imager H5A Modular
BRKTMD-1031	Replacement Trimming Bracket for Micro Bullet Imager H5A Modular

OPTIONAL LICENSES AND ACCESSORIES*

DISPLAY PART NUMBER	DESCRIPTION
CAM-FIPS	Camera license to enable FIPS Level 1 cryptographic mode on any H5A camera
CAM-FIPS-CRYPTR-L3	MSI CRYPTR SD with camera license to enable FIPS Level 3 cryptographic mode on H5A cameras

*Only one license required per main unit whether one or two imagers are connected.

SUPPORT

Learn more and find additional documentation at avigilon.com or email sales@avigilon.com for specific product support.



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AVIGILON™

H6A and H6X Bullet Cameras

Flexibility And Compliance At Your Fingertips



The Avigilon **H6A camera line** elevates your situational awareness to new heights by combining onboard video analytics with audio analytics. It comes with a built-in mic to alert you of auditory disturbances, allowing you to not only see, but also hear what's happening. If you need to meet certain privacy and/or cybersecurity requirements, the AI-powered **H6X camera line** has been designed with no built-in mic nor wireless technology for easy compliance. See farther distances and secure more ground with the **short and long bullet** form factor that's available on both camera lines.



AdaptAI Video Analytics

Be a step ahead of incidents with the camera's ability to flag unusual crowds or a person crawling along your perimeters. Classify more objects such as a van, pick-up truck or large truck with analytics event support.



Outdoor Ready Design

Safeguard the outdoors with the bullet's exceptionally tough exterior that is rated IK10/11, IP66/67/68 and NEMA Type 4X² to withstand impact, water, corrosion and more.



Audio Analytics & Recording

Expand your awareness with alerts for gunshots¹, breaking glass, screaming and more. Review video from the triggering camera to investigate the sound. Have the option to record audio when you need it.



Low-Light Clarity

Never miss a moment in low-light or completely dark conditions with IR illumination built into the bullet camera. Achieve 24/7 visibility of your site at all times.



Dynamic Privacy Masking

Easily meet privacy requirements with the ability to track and blur people and vehicles appearing in video, but have the flexibility for authorized personnel to lift it during investigations.



Secure & Compliant

Trust that your data is well-protected with advanced cybersecurity features such as an onboard FIPS 140-2 level 3 compliant TPM and Secure Boot.

¹ Separate license required.

² Environmental ratings will vary by models.

For more information, visit avigilon.com/security-cameras/h6a-bullet or avigilon.com/security-cameras/h6x-bullet.

Specifications

Image Performance		2.0 MP	4.0 MP	6.0 MP	8.0 MP (4K Ultra HD)
Image Sensor		1/2.8" progressive scan CMOS	1/1.8" progressive scan CMOS		
Max Resolution (H x V) and Aspect Ratio	Primary	(16:9) 1920 x 1080	(16:9) 2688 x 1520, 2560 x 1440, 1920 x 1080 (4:3) 1984 x 1488	(16:9) 3328 x 1872, 3200 x 1800, 2688 x 1520, 2560 x 1440, 1920 x 1080 (4:3) 2880 x 2160, 2304 x 1728, 2048 x 1536	(16:9) 3840 x 2160, 3328 x 1872, 3200 x 1800, 3072 x 1728 (4:3) 2880 x 2160, 2560 x 1920
	Secondary	(16:9) 1920 x 1080*, 1280 x 720, 768 x 432, 640 x 360, 512 x 288	(16:9) 2688 x 1520*, 1920 x 1080, 1280 x 720, 768 x 432, 640 x 360, 512 x 288 (4:3) 1984 x 1488*, 1920 x 1440, 1600 x 1200, 1280 x 960, 768 x 576, 640 x 480, 512 x 384, 384 x 288;	(16:9) 3328 x 1872*, 1920 x 1080, 1280 x 720, 768 x 432, 640 x 360, 512 x 288 (4:3) 2880 x 2160*, 1920 x 1440, 1600 x 1200, 1280 x 960, 768 x 576, 640 x 480, 512 x 384, 384 x 288	(16:9) 3840 x 2160*, 2560 x 1440, 1920 x 1080, 1280 x 720, 768 x 432, 640 x 360, 512 x 288 (4:3) 2880 x 2160*, 2560 x 1920, 2304 x 1728, 1920 x 1440, 1600 x 1200, 1280 x 960, 768 x 576, 640 x 480, 512 x 384
	Tertiary	(16:9) 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216	(16:9) 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216 (4:3) 1280 x 960, 800 x 600, 640 x 480, 512 x 384, 368 x 264	(16:9) 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216 (4:3) 1280 x 960, 768 x 576, 640 x 480, 512 x 384, 384 x 288, 368 x 264	(16:9) 1920 x 1080 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216 (4:3) 1920 x 1440, 1600 x 1200, 1280 x 960, 800 x 600, 640 x 480, 512 x 384, 384 x 288, 368 x 264
Dynamic Range	WDR Off	Up to 83 dB			
	WDR On (IEC 62676)	Up to 126 dB (dual exposure, 30 fps) Up to 144 dB (triple exposure, 20 fps or less)	Up to 106dB (dual exposure, 30 fps) Up to 136dB (triple exposure, 20 fps or less)	Up to 130dB (dual exposure, 30 fps)	
	WDR On	Up to 130 dB (dual exposure, 30 fps) Up to 150 dB (triple exposure, 20 fps or less)	Up to 120dB (dual exposure, 30 fps) Up to 144dB (triple exposure, 20 fps or less)	Up to 144 dB (dual exposure, 20 fps or less)	
Max Image Rate ¹		(50 Hz/60 Hz): 50 fps/60 fps in High Frame Rate Mode ² , otherwise 25 fps/30 fps		(50 Hz/60 Hz): 25 fps/30 fps	
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode			

*Only available at half frame rate of the primary stream.

¹ Max Frame Rate of 15 fps when classified object privacy masking is enabled.

² Max Frame Rate of 60 fps is only achievable with High Frame Rate mode enabled. High Frame Rate mode will disable analytics.

		H6A-BO1		H6A-BO2 ²	
Lens and IR Illumination		2.8 - 12 mm	4.4 - 9.3 mm	4.5 - 148.5 mm	6.9 - 214.6 mm
IR Illumination Max Distance ¹ (high power 850 nm LEDs)		50 m (164 ft), full tele 30 m (98 ft), full wide	70 m (229 ft), full tele 30 m (131 ft), full wide	170m (558 ft), full tele 40m (131ft), full wide	
Minimum Illumination	2 MP	With IR: 0 lux in monochrome mode Without IR: 0.003 lux in monochrome mode; 0.01 in color mode	N/A	With IR: 0 lux in monochrome mode Without IR: 0.004 lux in monochrome mode; 0.01 lux in color mode	
	4 MP	N/A	With IR: 0 lux in monochrome mode Without IR: 0.003 lux in monochrome mode; 0.008 lux in color mode	With IR: 0 lux in monochrome mode Without IR: 0.004 lux in monochrome mode; 0.01 lux in color mode	
	6 MP & 8 MP	N/A	With IR: 0 lux in monochrome mode Without IR: 0.006 lux in monochrome mode; 0.02 lux in color mode	With IR: 0 lux in monochrome mode Without IR: 0.008 lux in monochrome mode; 0.03 lux in color mode	
Horizontal Angle of View Based on Aspect Ratio	2 MP	(16:9) 27° - 118°	N/A	(16:9) 3.4° - 61°	
	4 MP	N/A	(16:9) 47° - 111° (4:3) 35° - 78°	(16:9) 2.9° - 62.5° (4:3) 2.2° - 47°	
	6 MP & 8 MP	N/A	(16:9) 47° - 109° (4:3) 35° - 78°	(16:9) 2.9° - 62.5° (4:3) 2.2° - 48°	
Vertical Angle of View Based on Aspect Ratio	2 MP	(16:9) 15° - 64°	N/A	(16:9) 1.9° - 37°	
	4 MP	N/A	(16:9) 26° - 57° (4:3) 26° - 57°	(16:9) 1.6° - 36° (4:3) 1.6° - 36°	
	6 MP & 8 MP	N/A	(16:9) 26° - 57° (4:3) 26° - 57°	(16:9) 1.6° - 36° (4:3) 1.6° - 36°	
Max Aperture		F1.4	F1.3	F1.4	
Control		Remote Zoom and Focus, Autofocus, IR Cut Filter			

¹ IR illumination power may be reduced at higher operating temperatures.

² Minimum Illumination with IR was measured at F/1.4.

Image Control	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection
Camera Tamper Detection	Yes
Electronic Shutter Control	Automatic, Manual (1/7.5 to 1/15000 sec)
Iris Control	Automatic, Open, Closed
Day/Night Control	Automatic, Manual, External
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Image Rotation	0°, 90°, 180°, 270° including Corridor Mode
Privacy Zones	Up to 64 zones

Network	
Network	100BASE-TX for H6A, 1000BASE-T for H6X
Cabling	CAT5e
Connector	RJ-45
ONVIF	ONVIF® compliance Profile S, Profile T, Profile M and Profile G (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), onboard FIPS 140-2 L3 certified TPM, Secure Boot
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv3, ICMP, DHCP, Zeroconf, ARP, HSTS, QoS, DSCP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

Peripherals	
USB Port	USB 2.0
Onboard Storage ³	Two microSD/microSDHC/microSDXC slots - video speed class card required. Class V10 or better recommended.

³ Tested maximum capacity is 1TB.

Auxiliary I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output	Line level input and output
External I/O Terminals	1 x Relay In, 1 x Relay Out, 1 x 12 VDC out at 50 mA
Microphone	Built-in microphone for audio analytics, for certain variants, with physical disable switch

Mechanical		H6A-BO1	H6A-BO2
Dimensions (LxWxH)		311 mm x 133 mm x 133 mm; 12.23" x 5.23" x 5.23"	407mm x 137mm x 138mm; 16.02" x 5.39" x 5.43"
Weight	Camera	2.11 kg; 4.65 lbs	2.92 kg; 6.43 lbs
	Wall Plate	0.15 kg; 0.33 lbs	
Body		Polycarbonate and aluminum	
Housing		Backbox Mount	
Finish		High polished plastic injection mold; Powdercoat grey, pantone 427C	
Adjustment Range		Hinge +/- 90°, Rotation +/- 175°	

Electrical		H6A-BO1	H6A-BO2
Power Consumption		25W Max	
Power Source	PoE	IEEE 802.3af Class 3	
	PoE+	IEEE 802.3at Class 4	
IR Illuminator Behavior	PoE	Above 60 °C (140 °F), IR will be disabled. Between -5 °C (23 °F) and 55 °C (131 °F), IR operates at 30% power. Below -20 °C (-4 °F), IR operates at 10% power. Hysteresis at 5 °C (9 °F).	Above 60 °C (140 °F), IR will be disabled. Between -5 °C (23 °F) and 55 °C (131 °F), IR operates at 30% power. Below -20 °C (-4 °F), IR operates at 10% power. Hysteresis: 5 °C (9 °F).
	PoE+ or Aux Power	Above 60 °C (140 °F), IR will be disabled. Between 50 °C (122 °F) and 60 °C (140 °F), IR operates at 50% power. Below -20 °C (-4 °F), IR operates at 50% power. Hysteresis at 5 °C (9 °F).	Above 60 °C (140 °F), IR will be disabled. Between 50 °C (122 °F) and 60 °C (140 °F), IR operates at 60% power. Below -20 °C (-4 °F), IR operates at 60% power. Hysteresis: 5 °C (9 °F).
External Power		12-24 VDC +/-10%	
RTC Backup Battery		3V manganese lithium	
Memory		4GB RAM, 4GB Flash	
Redundant Power		Seamless failover between PoE and Aux and back without interrupt in camera operation (for H6X only)	

Environmental		
Operating Temperature		-50°C to +65°C (-58°F to 149°F)
Startup Temperature		-40°C to +65°C (-40°F to 149°F)
Absolute Maximum Temperature		74°C (165°F) per NEMA TS2 (Temp.) para 2.2.7.2 - 2.2.7.7
Storage Temperature		-10°C to +70°C (14°F to 158°F)
Humidity		0 - 100% non-condensing
Certifications		
Certifications/Approvals		UL, cUL, CE, ROHS, RCM, UKCA, NOM, KC, BIS
Safety Standards		UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471
Environmental Standards/Ratings	H6A	IEC 60529 IP66, IP67, IP68 (1.8m depth for 2 hours), NEMA 4X, IEC 60068-2 Shock & Vibration, NEMA TS2 Sec 2.2.7-2.2.9, IK10
	H6X	IEC 60529 IP66, IP67, IP68 (1.8m depth for 2 hours), IPX9K, NEMA 4X, IEC 60068-2 Shock & Vibration, NEMA TS2 Sec 2.2.7-2.2.9, IK10
Electromagnetic Emissions Standards		FCC Part 15 Subpart B Class B, ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3, EN 50121-4, EN 50130-4
Electromagnetic Immunity Standards		EN 55035, EN 61000-6-1, EN 50121-4, EN 50130-4
Warranty		Limited 5 Year Warranty (avigilon.com/warranty)

Analytics Specifications

Supported Analytics Events	
Objects in Area	The event is triggered when the selected object type moves into the region of interest. This event can be used to count objects.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Smart Motion Rule	Events are sent for person (including crawling) and vehicle present, against default unchangeable parameters.
Tamper Detection	The event is triggered when the scene unexpectedly changes.
Crowd Size	This event is triggered when the number of people is exceeded over a configurable duration.
Unusual Crowd Growth	This event is triggered when a crowd size grows unexpectedly.
Unusual Crowd Size	This event is triggered when an unusual crowd size is detected.
Analytics capabilities, including detection range, may vary by camera line. Please consult the Avigilon Self-Learning Video Analytics Design Guide for details	

Supported Classified Object Types	
Object Types in Outdoor Mode	Vehicle, sub-types: Car, Pickup Truck, Large Truck, Van, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

Teach by Example	
Teach By Example	Yes, when used with Avigilon Control Center™ or Avigilon Unity Video

Supported Audio Analytics Events	
Gunshot ¹	Up to 100 meters
Scream	Up to 15 meters
Glass Break	Up to 15 meters
Car Alarm	Up to 30 meters
Smoke Alarm	Up to 15 meters
Dog Bark	Up to 15 meters
Loud Noise	Up to 40 meters
Ultrasonic Panic Alarm ²	Up to 40 meters

¹ Optional add-on license required.

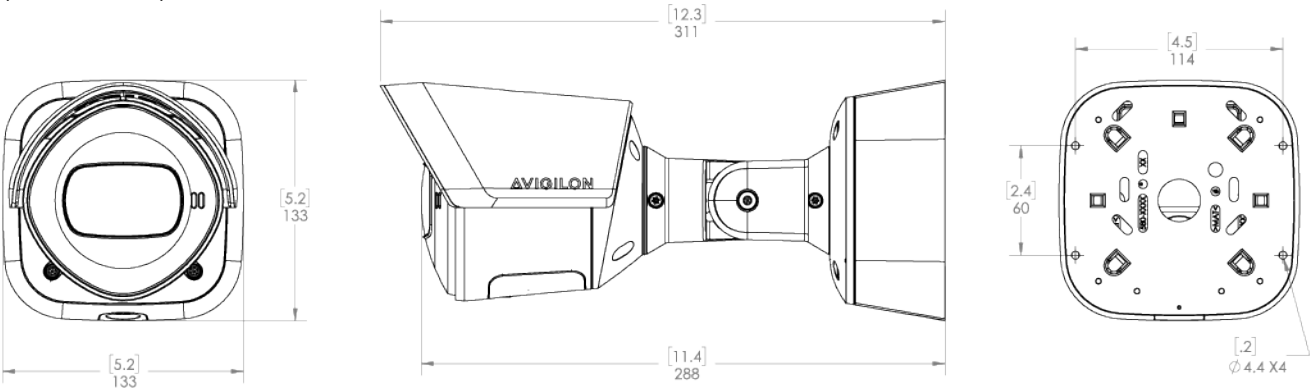
² The detection range is influenced by the quality and power of the device used to create the panic alarm.

Avigilon Software Supported Features	
Avigilon Unity Video 8.0 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. Unusual Activity Detection. H.265 supported. Audio analytics. Crowd analytics. Classified object privacy masking.
ACC Version 7.2 or higher	All supported analytic events with people and vehicles as classified objects. Appearance search when paired with appropriate server hardware. Unusual Activity Detection. H.265 supported.

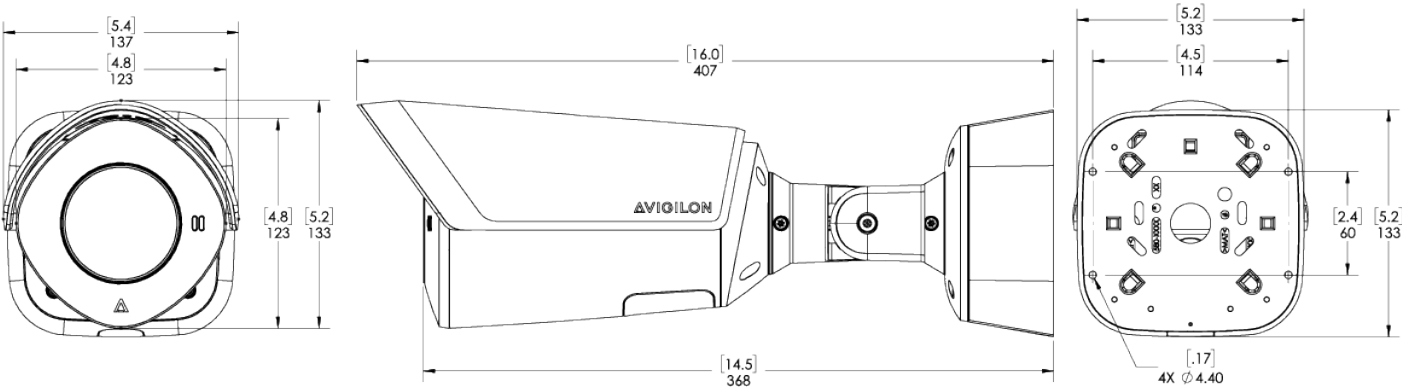
Outline Dimensions

Short Bullet Camera (H6A-BO1-IR)

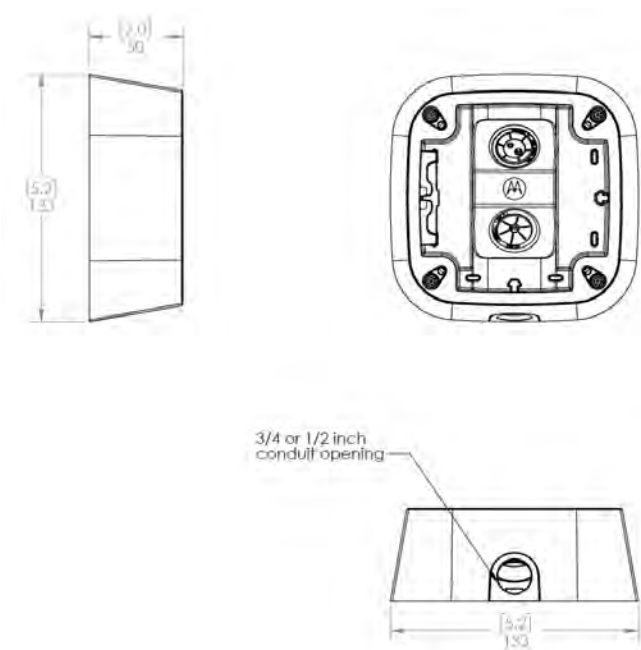
[X.X]	INCHES
X	MM



Long Bullet Camera (H6A-BO2-IR)



Junction Box



Ordering Information

Bullet Camera

Model	MP	WDR	Lightcatcher Technology	Lens	IR	Analytics	HDSM SmartCodec	Microphone	Seamless Failover
2.0C-H6A-BO1-IR	2.0	✓	✓	2.8 - 12 mm	✓	✓	✓	✓	
2.0C-H6A-BO2-IR	2.0	✓	✓	4.5 - 148.5 mm	✓	✓	✓	✓	
4.0C-H6A-BO1-IR	4.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
4.0C-H6A-BO2-IR	4.0	✓	✓	6.9 - 214.6 mm	✓	✓	✓	✓	
6.0C-H6A-BO1-IR	6.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
6.0C-H6A-BO2-IR	6.0	✓	✓	6.9 - 214.6 mm	✓	✓	✓	✓	
8.0C-H6A-BO1-IR	8.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
8.0C-H6A-BO2-IR	8.0	✓	✓	6.9 - 214.6 mm	✓	✓	✓	✓	
4.0C-H6X-BO1-IR	4.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓		✓
4.0C-H6X-BO2-IR	4.0	✓	✓	6.9 - 214.6 mm	✓	✓	✓		✓
8.0C-H6X-BO1-IR	8.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓		✓
8.0C-H6X-BO2-IR	8.0	✓	✓	6.9 - 214.6 mm	✓	✓	✓		✓

Bullet Camera Accessories

H6A-BO-SHLD1	Replacement BO1 bullet sunshield
H6A-BO-SHLD2	Replacement BO2 bullet sunshield
CBLKIT-1011	USB adapter cable, for use with USB-AC56 Wifi install kit
USB-AC56-NA-MSI	USB Wifi adapter install kit (North America)
USB-AC56-EU-MSI	USB Wifi adapter install kit (Europe)
PLMT-1001	Pole mount adapter
CRNMT-1001	Corner mount adapter
CAM-AA-GUNSHOT	Avigilon Camera Gunshot Audio Analytics Channel, one per camera
CAM-AA-GUNSHOT-180D	Avigilon Camera Gunshot Audio Analytics Channel, 180 day demo license. Please contact Avigilon Technical Support.
CAM-FIPS	Camera license to enable FIPS cryptographic module.

Support

Learn more and find additional documentation at avigilon.com or email sales@avigilon.com for specific product support.



AVIGILON™

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H6A and H6X Dome Cameras

2 MP

4 MP

6 MP

8 MP

The Avigilon **H6A camera line** elevates your situational awareness to new heights by combining onboard video analytics with audio analytics. It comes with a built-in mic to alert you of auditory disturbances, allowing you to not only see, but also hear what's happening. If you need to meet certain privacy and/or cybersecurity requirements, the AI-powered **H6X camera line** has been designed with no built-in mic nor wireless technology for easy compliance. Take on any environment with the flexible **dome** form factor that's available on both camera lines. Its modular design and multiple mounting options offer maximum installation flexibility.



Features



AdaptAI Video Analytics

Be a step ahead of incidents with the camera's ability to flag unusual crowds or a person crawling under a fence. Classify more objects such as a commercial van, pick-up truck or box truck with analytics event support.



Audio Analytics & Recording

Expand your awareness with alerts for gunshots¹, breaking glass, screaming and more. Review video from the triggering camera to investigate the sound. Have the option to record audio when you need it.



Dynamic Privacy Masking

Easily meet privacy requirements with the ability to track and blur people and vehicles appearing in video, but have the flexibility for authorized personnel to lift it during investigations.



Outdoor-Ready Design

Safeguard the outdoors with the exceptionally tough outdoor dome that is rated IK10/11, IP66/67 and NEMA Type 4X² to withstand impact, water, corrosion and more.



Low-Light Clarity

Never miss a moment in low-light conditions with IR models available. The split IR dome is designed for 24/7 visibility, even when dust collects on the camera, reducing the number of maintenance visits.



Secure & Compliant

Trust that your data is well-protected with advanced cybersecurity features such as an onboard FIPS 140-2 level 3 compliant TPM and Secure Boot.

¹ Separate license required.

² Environmental ratings will vary by models.

Specifications

Image Performance		2.0 MP	4.0 MP	6.0 MP	8.0 MP (4K Ultra HD)
Image Sensor		1/2.8" progressive scan CMOS	1/1.8" progressive scan CMOS		
Max Resolution (H x V) and Aspect Ratio	Primary	(16:9) 1920 x 1080	(16:9) 2688 x 1520, 2560 x 1440, 1920 x 1080 (4:3) 1984 x 1488	(16:9) 3328 x 1872, 3200 x 1800, 2688 x 1520, 2560 x 1440, 1920 x 1080 (4:3) 2880 x 2160, 2304 x 1728, 2048 x 1536	(16:9) 3840 x 2160, 3328 x 1872, 3200 x 1800, 3072 x 1728 (4:3) 2880 x 2160, 2560 x 1920
	Secondary	(16:9) 1920 x 1080*, 1280 x 720, 768 x 432, 640 x 360, 512 x 288	(16:9) 2688 x 1520*, 1920 x 1080, 1280 x 720, 768 x 432, 640 x 360, 512 x 288 (4:3) 1984 x 1488*, 1920 x 1440, 1600 x 1200, 1280 x 960, 768 x 576, 640 x 480, 512 x 384, 384 x 288;	(16:9) 3328 x 1872*, 1920 x 1080, 1280 x 720, 768 x 432, 640 x 360, 512 x 288 (4:3) 2880 x 2160*, 1920 x 1440, 1600 x 1200, 1280 x 960, 768 x 576, 640 x 480, 512 x 384, 384 x 288	(16:9) 3840 x 2160*, 2560 x 1440, 1920 x 1080, 1280 x 720, 768 x 432, 640 x 360, 512 x 288 (4:3) 2880 x 2160*, 2560 x 1920, 2304 x 1728, 1920 x 1440, 1600 x 1200, 1280 x 960, 768 x 576, 640 x 480, 512 x 384
	Tertiary	(16:9) 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216	(16:9) 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216 (4:3) 1280 x 960, 800 x 600, 640 x 480, 512 x 384, 368 x 264	(16:9) 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216 (4:3) 1280 x 960, 768 x 576, 640 x 480, 512 x 384, 384 x 288, 368 x 264	(16:9) 1920 x 1080 1280 x 720, 768 x 432, 640 x 360, 512 x 288, 384 x 216 (4:3) 1920 x 1440, 1600 x 1200, 1280 x 960, 800 x 600, 640 x 480, 512 x 384, 384 x 288, 368 x 264
Dynamic Range	WDR Off	Up to 83 dB			
	WDR On (IEC 62676)	Up to 126 dB (dual exposure, 30 fps) Up to 144 dB (triple exposure, 20 fps or less)	Up to 106dB (dual exposure, 30 fps) Up to 136dB (triple exposure, 20 fps or less)	Up to 130dB (dual exposure, 30 fps)	
	WDR On	Up to 130 dB (dual exposure, 30 fps) Up to 150 dB (triple exposure, 20 fps or less)	Up to 120dB (dual exposure, 30 fps) Up to 144dB (triple exposure, 20 fps or less)	Up to 144 dB (dual exposure, 20 fps or less)	
Max Image Rate		(50 Hz/60 Hz): 50 fps/60 fps in High Frame Rate Mode ¹ , otherwise 25 fps/30 fps		(50 Hz/60 Hz): 25 fps/30 fps	
Bandwidth Management		HDSM SmartCodec technology; Idle scene mode			

*Only available at half frame rate of the primary stream.

¹ Max Frame Rate of 60 fps is only achievable with High Frame Rate mode enabled. High Frame Rate mode will disable analytics.

Lens and IR Illumination		2.8 - 12 mm	4.4 - 9.3 mm	10.9 - 29 mm
IR Illumination Max Distance ² (high power 850 nm LEDs)		50 m (164 ft) full tele 25 m (82 ft) full wide	50 m (164 ft) full tele 25 m (82 ft) full wide	70 m (230 ft) full tele 40 m (131 ft) full wide
Minimum Illumination	2 MP	With IR: 0 lux in monochrome mode Without IR: 0.003 lux in monochrome mode; 0.01 lux in color mode	N/A	With IR: 0 lux in monochrome mode Without IR: 0.004 lux in monochrome mode; 0.01 lux in color mode
	4 MP	N/A	With IR: 0 lux in monochrome mode Without IR: 0.003 lux in monochrome mode; 0.008 lux in color mode	With IR: 0 lux in monochrome mode Without IR: 0.004 lux in monochrome mode; 0.01 lux in color mode
	6 MP & 8 MP	N/A	With IR: 0 lux in monochrome mode Without IR: 0.006 lux in monochrome mode; 0.02 lux in color mode	With IR: 0 lux in monochrome mode Without IR: 0.008 lux in monochrome mode; 0.03 lux in color mode

Lens and IR Illumination		2.8 - 12 mm	4.4 - 9.3 mm	10.9 - 29 mm
Horizontal Angle of View Based on Aspect Ratio	2 MP	(16:9) 27° - 119°	N/A	(16:9) 11° - 30°
	4 MP	N/A	(16:9) 47° - 111° (4:3) 35° - 78°	(16:9) 15° - 42° (4:3) 11° - 31°
	6 MP & 8MP	N/A	(16:9) 47° - 109° (4:3) 35° - 78°	(16:9) 15° - 42° (4:3) 11° - 31°
Vertical Angle of View Based on Aspect Ratio	2 MP	(16:9) 15° - 64°	N/A	(16:9) 6° - 16.5°
	4 MP & 6 MP & 8 MP	N/A	(16:9) 26° - 57° (4:3) 26° - 57°	(16:9) 9° - 23° (4:3) 9° - 23°
Max Aperture		F1.4	F1.3	F1.7
Control		Remote Zoom and Focus, Autofocus, IR Cut Filter		

² IR illumination power may be reduced at higher operating temperatures.

Image Control	
Image Compression Method	H.264 HDSM SmartCodec, H.265 HDSM SmartCodec, Motion JPEG
Streaming	Multi-stream H.264, Multi-stream H.265, Motion JPEG
Motion Detection	Pixel motion: Selectable sensitivity and threshold. Classified object detection
Camera Tamper Detection	Yes
Electronic Shutter Control	Automatic, Manual (1/7.5 to 1/15000 sec)
Iris Control	Automatic, Open, Closed
Day/Night Control	Automatic, Manual, External
Flicker Control	60 Hz, 50 Hz
White Balance	Automatic, Manual
Backlight Compensation	Adjustable
Image Rotation	0°, 90°, 180°, 270° including Corridor Mode
Privacy Zones	Up to 64 zones

Network	
Network	100BASE-TX for H6A, 1000BASE-T for H6X
Cabling	CAT5e
Connector	RJ-45
ONVIF	ONVIF® compliance Profile S, Profile T, Profile M and Profile G (www.onvif.org)
Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), onboard FIPS 140-2 L3 certified TPM, Secure Boot
Protocols	IPv6, IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMPv3, ICMP, DHCP, Zeroconf, ARP, HSTS, QoS, DSCP
Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP
Device Management Protocols	SNMP v2c, SNMP v3

Peripherals	
USB Port	USB 2.0
Onboard Storage ³	Two microSD/microSDHC/microSDXC slots - video speed class card required. Class V10 or better recommended.

³ Tested maximum capacity is 1TB.

Auxiliary I/O	
Audio Compression Method	G.711 PCM 8 kHz, Opus
Audio Input/Output	Line level input and output
External I/O Terminals	1 x Relay In, 1 x Relay Out, 1 x 12 VDC out at 50 mA
Microphone	Built-in microphone for audio analytics, for certain variants, with physical disable switch

Mechanical		Surface Mount	In-Ceiling mount	Pendant Mount
Dimensions (DxH)		182 mm x 132 mm; 7.16" x 5.19"	219 mm x 198 mm; 8.62" x 7.79"	182 mm x 190 mm; 7.16" x 7.48"
Accessory Only Dimensions (DxH)		N/A	219 mm x 115 mm; 8.62" x 4.52"	155 mm x 65 mm; 6.1" x 2.55"
Weight	Indoor Dome	1.21 kg; 2.66 lbs	1.83 kg; 4.03 lbs	1.63 kg; 3.59 lbs
	Outdoor Dome	1.59 kg; 3.5 lbs	1.99 kg; 4.38 lbs	2.01 kg; 4.43 lbs
Dome Bubble		Polycarbonate	Polycarbonate	Polycarbonate
Body		Polycarbonate and aluminum	Polycarbonate and aluminum	Polycarbonate and aluminum
Housing		Surface mount	Recessed mount	Pendant mount
Finish	Indoor Dome	Plastic injection mold grey (Pantone 427C)	Plastic injection mold grey (Pantone 427C) & Powdercoat black	Powdercoat grey & plastic injection mold grey (Pantone 427C)
	Outdoor Dome	Powdercoat grey (Pantone 427C)	Plastic injection mold grey (Pantone 427C) & Powdercoat black	Powdercoat grey (Pantone 427C)
Adjustment Range		Pan 360°, Azimuth 349°, Tilt 92°		

Electrical		
Power Consumption		25W (18W with no IR or IR disabled)
Power Source	PoE	IEEE 802.3af Class 3
	PoE+	IEEE 802.3at Class 4
IR Illumination Behavior	PoE	IR illuminator will turn off if the temperature is 65°C (149°F) or higher. The illuminator will operate at 50% power and 25% power if below -25°C (-13°F)
	PoE+	IR illuminator will turn off if the temperature is 65°C (149°F) or higher. The illuminator will operate at 50% power if the temperature is between 55°C (131°F) and 65°C (149°F) and 50% power if below -25°C (-13°F)
External Power		12-24 VDC +/-10%
RTC Backup Battery		3V manganese lithium
Memory		4GB RAM, 4GB Flash
Redundant Power		Seamless failover between PoE and Aux and back without interrupt in camera operation (for H6X only)

Environmental		Indoor Dome	Outdoor Dome
Operating Temperature	PoE	-10°C to +55°C (-14°F to 131°F)	-30°C to +65°C (-22°F to 149°F) with IEEE 802.3af Class 3 (13W PoE)
	With External Power or PoE+	-10°C to +55°C (-14°F to 131°F)	-50°C to +65°C (-58°F to 149°F) with external power or IEEE 802.3at Class 4 (25.5W PoE+)
Startup Temperature	PoE	-10°C to +55°C (-14°F to 131°F)	-30°C to +65°C (-22°F to 149°F) with IEEE 802.3af Class 3 (13W PoE)
	With External Power or PoE+	-10°C to +55°C (-14°F to 131°F)	-40°C to +65°C (-40°F to 149°F) with external power or IEEE 802.3at Class 4 (25.5W PoE+)
Absolute Maximum Temperature		74 °C (165 °F) per NEMA TS2 (Temp.) para 2.2.7.2 - 2.2.7.7	
Storage Temperature		-10°C to +70°C (14°F to 158°F)	
Humidity		0 - 95% non-condensing	

Certifications		
Certifications/Approvals		UL, cUL, CE, ROHS, RCM, UKCA, NOM, KC, BIS
Safety Standards		UL 62368-1, CSA 62368-1, IEC/EN 62368-1, IEC 62471, UL 2043 Plenum (in-ceiling only)
Environmental Standards/Ratings	Indoor Dome	IEC 60529 IP54, IEC/EN 62262 IK11 (IK10 Surface Mount w/IR)
	Outdoor Dome	IEC 60529 IP66, IP67, IP68 (2m depth for 2 hours), IPX9K, NEMA 4X, IEC 60068-2 Shock & Vibration, NEMA TS2 Sec 2.2.7-2.2.9, IK11
Electromagnetic Emissions Standards		FCC Part 15 Subpart B Class B, ICES-003 Class B, EN 55032 Class B, EN 61000-6-3, EN 61000-3-2, EN 61000-3-3, EN 50121-4, EN 50130-4
Electromagnetic Immunity Standards		EN 55035, EN 61000-6-1, EN 50121-4, EN 50130-4
Warranty		Limited 5 Year Warranty (avigilon.com/warranty)

Analytics Specifications

Supported Analytics Events	
Objects in Area	The event is triggered when the selected object type moves into the region of interest.
Object Loitering	The event is triggered when the selected object type moves into the region of interest and then stays for an extended amount of time.
Objects Crossing Beam	The event is triggered when the specified number of objects have crossed the directional beam that is configured over the camera's field of view. The beam can be unidirectional or bidirectional.
Object Appears or Enters Area	The event is triggered by each object that enters the region of interest. This event can be used to count objects.
Object Not Present in Area	The event is triggered when no objects are present in the region of interest.
Objects Enter Area	The event is triggered when the specified number of objects have entered the region of interest.
Objects Leave Area	The event is triggered when the specified number of objects have left the region of interest.
Object Stops in Area	The event is triggered when an object moves into a region of interest and then stops moving for the specified threshold time.
Direction Violated	The event is triggered when an object moves in the prohibited direction of travel.
Smart Motion Rule	Events are sent for person (including crawling) and vehicle present, against default unchangeable parameters
Tamper Detection	The event is triggered when the scene unexpectedly changes.
Crowd Size	This event is triggered when the number of people is exceeded over a configurable duration.
Unusual Crowd Growth	This event is triggered when a crowd size grows unexpectedly.
Unusual Crowd Size	This event is triggered when an unusual crowd size is detected.

Analytics capabilities, including detection range, may vary by camera line. Please consult the Avigilon Self-Learning Video Analytics Design Guide for details

Supported Classified Object Types	
Object Types in Outdoor Mode	Vehicle, sub-types: Car, Truck, Bicycle, Motorcycle, Bus Person
Object Types in Indoor Mode	Person

Teach by Example	
Teach By Example	Yes, when used with Avigilon Control Center™ or Avigilon Unity Video

Supported Audio Analytics Events

Gunshot ¹	Up to 100 meters
Scream	Up to 15 meters
Glass Break	Up to 15 meters
Car Alarm	Up to 30 meters
Smoke Alarm	Up to 15 meters
Dog Bark	Up to 15 meters
Loud Noise	Up to 40 meters
Ultrasonic Panic Alarm ²	Up to 40 meters

¹ Optional add-on license required.

² The detection range is influenced by the quality and power of the device used to create the panic alarm.

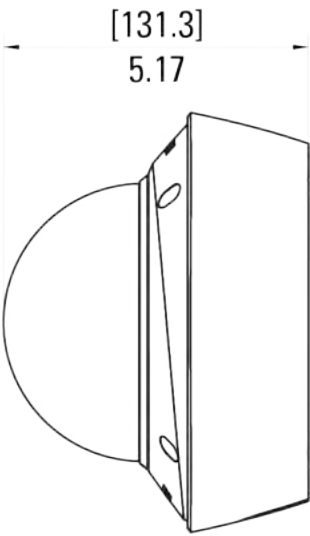
Avigilon Software Supported Features

Avigilon Unity Video 8.0 or higher	All supported analytic events with people and vehicles and all vehicle sub-types as classified objects. Appearance search when paired with appropriate server hardware. Unusual Activity Detection. H.265 supported. Audio analytics. Crowd analytics. Classified object privacy masking.
ACC Version 7.2 or higher	All supported analytic events with people and vehicles as classified objects. Appearance search when paired with appropriate server hardware. Unusual Activity Detection. H.265 supported.

Outline Dimensions

Dome Camera with Surface Mount

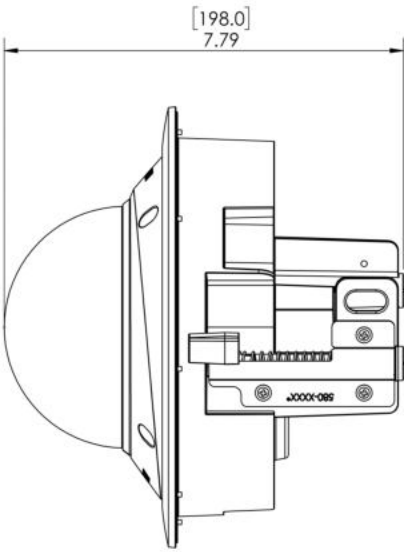
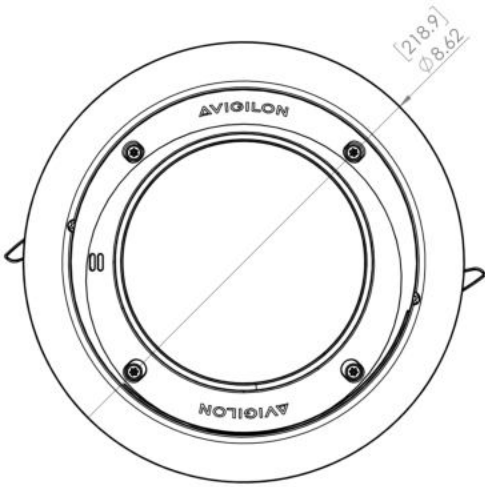
(H6A Dome camera + provided surface mount)



[X.X]	INCHES
X	MM

Dome Camera with In-Ceiling Mount

(H6A Dome camera + CLADP-1001)



(H6A Dome camera + H6A-MT-NPTA1)



Technical drawings of the AVIGILON 1000 camera showing front, side, and top views with dimensions in inches and millimeters.

Front View Dimensions:

- Width: 181.4 (4605.8)
- Mounting Hole Diameter: $\varnothing 7.14$ (181.4)

Side View Dimensions:

- Overall Width: 260.9 (6626.4)
- Mounting Arm Length: 203.9 (5180.1)
- Mounting Arm Height: 101.0 (2565.0)
- Mounting Bracket Height: 170.0 (4318.0)
- Overall Height: 272.3 (6967.2)

Top View Dimensions:

- Overall Width: 99.5 (2527.3)
- Overall Height: 139.8 (3540.0)
- Mounting Hole Diameter: 50.8 (1290.4)

Ordering Information

Mounting Scenario		Ordering information
PENDANT WALL MOUNT		Order one of: - Indoor or outdoor surface mount camera - H6A-MT-NPTA1 - WLMT-1021 Optional: - PLMT-1001 (Pole mount adapter) - CRNMT-1001 (Corner mount adapter)
PENDANT NPT MOUNT		Order one of: - Indoor or outdoor surface mount camera - H6A-MT-NPTA1
SURFACE MOUNT		Order one of: - Indoor or outdoor surface mount camera Optional: - DMSLD-1001 (weathershield)
IN-CEILING MOUNT		Order one of: - Indoor or outdoor in-ceiling mount camera - CLADP-1001 Optional: - CLPNL-1011 (metal ceiling panel)

Outdoor Dome Camera

(H6A-DO)

	MP	WDR	Lightcatcher Technology	Lens	IR	Analytics	HDSM SmartCodec	Microphone	Seamless Failover
2.0C-H6A-DO1	2.0	✓	✓	2.8 - 12 mm		✓	✓	✓	
2.0C-H6A-DO2	2.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
2.0C-H6A-DO1-IR	2.0	✓	✓	2.8 - 12 mm	✓	✓	✓	✓	
2.0C-H6A-DO2-IR	2.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	
4.0C-H6A-DO1	4.0	✓	✓	4.4 - 9.3 mm		✓	✓	✓	
4.0C-H6A-DO2	4.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
4.0C-H6A-DO1-IR	4.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
4.0C-H6A-DO2-IR	4.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	
6.0C-H6A-DO1	6.0	✓	✓	4.4 - 9.3 mm		✓	✓	✓	
6.0C-H6A-DO2	6.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
6.0C-H6A-DO1-IR	6.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
6.0C-H6A-DO2-IR	6.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	
8.0C-H6A-DO1	8.0	✓	✓	4.4 - 9.3 mm		✓	✓	✓	
8.0C-H6A-DO2	8.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
8.0C-H6A-DO1-IR	8.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
8.0C-H6A-DO2-IR	8.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	

(H6X-DO)

	MP	WDR	Lightcatcher Technology	Lens	IR	Analytics	HDSM SmartCodec	Microphone	Seamless Failover
4.0C-H6X-DO1-IR	4.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓		✓
4.0C-H6X-DO2-IR	4.0	✓	✓	10.9 - 29 mm	✓	✓	✓		✓
8.0C-H6X-DO1-IR	8.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓		✓
8.0C-H6X-DO2-IR	8.0	✓	✓	10.9 - 29 mm	✓	✓	✓		✓

Indoor Dome Camera

(H6A-D)

	MP	WDR	Lightcatcher Technology	Lens	IR	Analytics	HDSM SmartCodec	Microphone	Seamless Failover
2.0C-H6A-D1	2.0	✓	✓	2.8 - 12 mm		✓	✓	✓	
2.0C-H6A-D2	2.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
2.0C-H6A-D1-IR	2.0	✓	✓	2.8 - 12 mm	✓	✓	✓	✓	
2.0C-H6A-D2-IR	2.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	
4.0C-H6A-D1	4.0	✓	✓	4.4 - 9.3 mm		✓	✓	✓	
4.0C-H6A-D2	4.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
4.0C-H6A-D1-IR	4.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
4.0C-H6A-D2-IR	4.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	
6.0C-H6A-D1	6.0	✓	✓	4.4 - 9.3 mm		✓	✓	✓	
6.0C-H6A-D2	6.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
6.0C-H6A-D1-IR	6.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
6.0C-H6A-D2-IR	6.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	
8.0C-H6A-D1	8.0	✓	✓	4.4 - 9.3 mm		✓	✓	✓	
8.0C-H6A-D2	8.0	✓	✓	10.9 - 29 mm		✓	✓	✓	
8.0C-H6A-D1-IR	8.0	✓	✓	4.4 - 9.3 mm	✓	✓	✓	✓	
8.0C-H6A-D2-IR	8.0	✓	✓	10.9 - 29 mm	✓	✓	✓	✓	

Dome Camera Accessories

H6A-MT-NPTA1	Pendant NPT adapter
WLMT-1021	Pendant wall arm, 1.5" NPT female, 20 cm (7.8") long
CLADP-1001	In-Ceiling adapter
CLPNL-1011	Metal ceiling panel for suspended ceiling installations
DMSLD-1001	Weathershield for dome cameras
DMBBL-1001	Replacement clear dome bubble
DMBBL-1011	Replacement IR dome bubble
DMSBL-1001	Optional smoked dome bubble, not compatible with the IR cameras
CBLKIT-1011	USB adapter cable, for use with USB-AC56 Wifi install kit
USB-AC56-NA-MSI	USB Wifi adapter install kit (North America)
USB-AC56-EU-MSI	USB Wifi adapter install kit (Europe)
GROM-1001	Camera sealing grommet, pack of 10
GROM-1011	Pipe sealing grommet, pack of 10
PLMT-1001	Pole mount adapter
CRNMT-1001	Corner mount adapter
CAM-AA-GUNSHOT	Avigilon Camera Gunshot Audio Analytics Channel, one per camera
CAM-AA-GUNSHOT-180D	Avigilon Camera Gunshot Audio Analytics Channel, 180 day demo license. Please contact Avigilon Technical Support.
CAM-FIPS	Camera license to enable FIPS cryptographic module.

Support

Learn more and find additional documentation at avigilon.com or email sales@avigilon.com for specific product support.



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5TH GENERATION NETWORK VIDEO RECORDERS

6 TB

12 TB

16 TB

24 TB

32 TB

48 TB

64 TB

96 TB

128 TB

160 TB

192 TB

224 TB

252 TB

288 TB

360 TB

432 TB

The fifth-generation Avigilon Network Video Recorder (NVR5) delivers unparalleled, high-performance recording, throughput, data availability, and protection for your Avigilon video security system. Featuring the densest storage capacity Avigilon has to offer on a single NVR, security teams can scale up to petabytes of storage at a single location, with up to 432 TB in storage per NVR. All NVR models come optimized with RAID technology, hot-swappable drives, and up to five-year Avigilon warranty with dedicated support to increase system uptime and availability.



NVR5 PRM (252-432 TB)



NVR5 STD (16-64 TB) and
NVR5 PRM (96-224 TB)



NVR5 VAL (6-24 TB)

FEATURES



FLEXIBLE & SCALABLE TIER-1 STORAGE

NVR5 offers flexible configurations for security teams to cost-effectively scale up to 432 TB in tier 1 storage capacity and tailor it to their unique retention requirements.



HIGH DATA AVAILABILITY

Reliable storage with RAID-configured redundancy offers a highly available and resilient system that protects your data. All our VAL, STD & PRM models include reliable hard drives with RAID 5/6/60 redundancy to tolerate up to 1/2/4 hard drive failures.



LOWER DEPLOYMENT COSTS WITH QUICK & SIMPLE DEPLOYMENT WITH ACC PRE-CONFIGURED

The NVR5 comes pre-configured with ACC software for secure network video recording and management of Avigilon cameras up to 61 MP resolution.



INCREASE SYSTEM UPTIME & PRODUCTIVITY

Sites that have connected to the cloud and subscribed to advanced system health¹ can take advantage of system health monitoring to increase system availability, streamline maintenance time and minimize on-site service calls.



RESPOND FASTER WITH AI-POWERED ANALYTICS SUPPORT

Security teams can respond faster to critical events with the NVR5's seamless support for Avigilon Appearance Search, Facial Recognition, and LPR technologies.



RESOLVE TECHNICAL ISSUES EXPEDIENTLY WITH A SINGLE-POINT-OF-CONTACT

In addition to lifetime 24/7 Avigilon telephone technical support for the Avigilon End-to-End solution, five-year onsite parts and repair service is also included with 24/7 4-hour response SLA² for NVR5 PRM, or Next Business Day for NVR5 STD.



STRENGTHEN CYBERSECURITY

Designed with cybersecurity in mind, the NVR5 comes with a TPM 2.0 module built-in to support hardware Root of Trust authentication and data encryption.



EASY RECOVERY SOLUTION

Designed with a separate and redundant array of Solid-State Drives for the operating system (PRM and STD), with a built-in recovery partition to simplify the recovery process, if needed.

¹ On NVR5 PRM 252-432 TB, ACC 7.14.8 or later is required for full advanced system health functionality.

² NVR5 VAL includes a 3-year warranty. Warranty coverage and support Service Level Agreement is subject to end user's geographic location. Please refer to <https://www.avigilon.com/support/warranty/avigilon> for more information.



MOTOROLA SOLUTIONS

AVIGILON™

ANALYTICS AND SPECIFICATIONS



AVIGILON APPEARANCE SEARCH™

Quickly locates a specific person or vehicle of interest across an entire site using a sophisticated deep learning AI search engine.
ACC Enterprise required.



FACIAL RECOGNITION

Detects matches from managed watchlists to alert operators of people of interest. Requires Appearance Search and an additional license.
ACC7-FACE license required



LICENSE PLATE RECOGNITION (LPR)

Significant improvements² in LPR performance compared to the previous generations of NVRs. Works with ACC software for accurate license plate capture at a range of distances and speeds. Requires an additional license.
ACC7-LPR license per channel required.



ACC™ VIDEO MANAGEMENT SOFTWARE

Pre-installed and pre-configured solution for managing multi-megapixel digital IP and analog cameras.

MODEL	ACCESSORY KIT	MAXIMUM SUPPORTED CAMERAS BY FEATURE ¹		NUMBER OF LPR LANES ²			
		APPEARANCE SEARCH ONLY ³	FACE RECOGNITION + APPEARANCE SEARCH ³	5 FPS (<16 KM/H)	10 FPS (<48 KM/H)	20 FPS (<100 KM/H)	30 FPS (<150 KM/H)
NVR5 PRM (252 288 360 432 TB)	—	200	50	20	10	5	3
	2 × NVR5-RAM-16GB-B			20	10	5	3
NVR5 PRM (192 224 TB)	—			18	9	4	3
	1 × NVR5-PRM-2NDCPU			24	12	6	4
NVR5 PRM (96 128 160 TB)	—			15	7	3	2
	2 × NVR5-RAM-16GB-A			20	10	5	3
NVR5 STD (16 24 32 48 64 TB)	—			12	6	3	2
	1 × NVR5-RAM-16GB-A			15	7	3	2
NVR5 VAL (6 12 16 24 TB)	—	—	—	15	7	3	2
	1 × NVR5-VAL-ANK	46	31 ⁴	15	7	3	2
	1 × NVR5-VAL-ANK-PLUS	46	46	15	7	3	2

¹ These performance figures are based on validation testing by Avigilon. Assumes appliance-wide average per camera rates of classified objects leaving field of view:

- H5A Cameras - One every second;
- H4A Cameras - One every two seconds.

Additional licenses may be required. For more information, contact Avigilon Sales.

² Assumes a 3 MP camera with 1 MP license plate scan area and Frames Per Second (FPS) to recognize license plates up to vehicle speeds in Kilometers Per Hour (KM/H). Results may vary according to camera mounting parameters. ACC 7.14.10 or later is required.

³ Requires H5A or H4A cameras. The Avigilon Appearance Search camera support limit does not affect any NVR throughputs for simultaneous recording, playback and live streaming.

⁴ Requires ACC 7.14.20 or later.

SYSTEM		NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)	NVR5 VAL (6-24 TB)
Capacity		252, 288, 360 or 432 TB	192 or 224 TB	96, 128 or 160 TB	16, 24, 32, 48 or 64 TB	6, 12, 16 or 24 TB
Avigilon Control Center™ Edition		Core, Standard and Enterprise compatible				
Video Streaming Performance (10 GbE - Multiple Connections)	Recording Rate:	Up to 1500 Mbps	Up to 1500 Mbps	Up to 1500 Mbps	Up to 800 Mbps ¹	N/A
	Playback Rate:	Up to 600 Mbps ²	Up to 600 Mbps ²	Up to 600 Mbps ²	Up to 600 Mbps	N/A
Video Streaming Performance (1 GbE - Multiple Connections)	Recording Rate:	Up to 800 Mbps	Up to 800 Mbps	Up to 700 Mbps	Up to 700 Mbps ³	Up to 300 Mbps
	Playback Rate:	Up to 800 Mbps	Up to 600 Mbps	Up to 600 Mbps	Up to 600 Mbps	Up to 128 Mbps (6/12/24 TB) Up to 100 Mbps (16 TB)
Operating System		Windows Server 2019 LTSC - 16 core			Windows 10 IoT Enterprise 1809 LTSC, or Windows Server 2019 LTSC - 16 core	Windows 10 IoT Enterprise 21H2 LTSC. Windows Server 2019 LTSC upgrade kit available
Hard Disk Drive Configuration	Video Data:	RAID 60 Up to 28 × 3.5", hot-swappable	RAID 60 Up to 18 × 3.5", hot-swappable	RAID 6 Up to 12 × 3.5", hot-swappable	RAID 6 Up to 10 × 3.5", hot-swappable	RAID 5 Up to 4 × 3.5", hot-swappable
	Operating System:	2 × 480 GB M.2 SSD Drives, RAID 1	2 × 240 GB M.2 SSD Drives, RAID 1			Video Data and OS hosted on separated Virtual Disks
Recording Storage Capacity		Up to 504 TB raw; 432 TB effective (RAID 60)	Up to 288 TB raw; 224 TB effective (RAID 60)	Up to 192 TB raw; 160 TB effective (RAID 6)	Up to 80 TB raw; 64 TB effective (RAID 6)	Up to 32 TB raw, 24 TB effective (RAID 5)
Network Interface		2 × 10 GbE SFP+ ports ⁴ 4 × 1 GbE RJ-45 ports	4 × 10 GbE SFP+ ports ⁴ 4 × 1 GbE RJ-45 ports	2 × 10 GbE SFP+ ports ⁴ (optional for NVR5 STD) 6 × 1 GbE RJ-45 ports		2 × 1 GbE RJ-45 ports
Memory		8 × 8 GB DDR4	6 × 8 GB DDR4	4 × 8 GB DDR4	2 × 8 GB DDR4	2 × 8 GB
Processor		2 × Intel® 8-core Xeon®	1 × Intel® 16-core Xeon®	2 × Intel® 8-core Xeon®	1 × Intel® 8-core Xeon®	1 × Intel® 6-core Xeon®
Video Outputs		1 × VGA				
Appearance Search and Facial Recognition on Avigilon Analytic Cameras		Included				Not included, optional analytics kit sold separately
License Plate Recognition Support		Included				
Local Viewing		No				
Out-of-band Management		iLO Advanced	iDRAC 9 Enterprise			iDRAC 9 Express
Warranty		5-year 4-hour mission critical warranty with onsite parts delivery service.			5-year NBD (Next Business Day) with onsite parts delivery service. 4-hour mission critical warranty upgrade available.	3-year NBD (Next Business Day). 2-year extension, 4-hour mission critical, and 5-year keep your drive warranty upgrades available

¹ The maximum recording throughput for STD can be increased to 1100 Mbps by adding a 2nd CPU kit and a 10 GbE Network Card. Additional power is required in order to enable the 2nd CPU kit in the NVR5 Standard systems. To achieve this, replace the 800W PSU with an 1100W PSU (NVR5-PSU-1100W-A1), add a second 800W PSU (NVR5-PSU-800W) and disable PSU redundancy support, or replace the 800W PSU with two 1100W PSUs (NVR5-PSU-1100W-A1) and enable PSU redundancy support.

² The max playback throughput for PRM can be increased by reducing the recording throughput.

³ The max recording throughput for STD can be increased to 800 Mbps. Requires the use of multiple 1GbE ports in a team using LACP/ALB mode.

⁴ Direct Attach Cables (NVR5-SFPPLUS-DA for all NVR5 models) or system-specific SFP+ transceivers (NVR5-SFPPLUS-SR-A for NVR5 16-224 TB, NVR5-SFPPLUS-SR-B for NVR5 >= 252 TB) sold separately.

MECHANICAL	NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)	NVR5 VAL (6-24 TB)
Form Factor	2U Rack Mount Chassis				1U Rack Mount Chassis
Dimensions (L x W x H)	872.0 mm × 479.0 mm × 87.5 mm 34.33" × 18.86" × 3.44"	751.3 mm × 482.0 mm × 86.8 mm 29.58" × 18.98" × 3.42"	721.6 mm × 482.0 mm × 86.8 mm 28.4" × 18.98" × 3.42"		598.6 mm × 482.0 mm × 42.8 mm 23.56" × 18.97" × 1.68"
Weight	252 TB: 48 kg (107 lbs) 288 TB: 50 kg (110 lbs) 360 TB: 53 kg (116 lbs) 432 TB: 55 kg (122 lbs)	192 TB: 32 kg (70 lbs) 224 TB: 33 kg (73 lbs)	96 TB: 27 kg (60 lbs) 128 TB: 27 kg (60 lbs) 160 TB: 29 kg (63 lbs)	16 TB: 24 kg (54 lbs) 24 TB: 26 kg (57 lbs) 32 TB: 24 kg (54 lbs) 48 TB: 26 kg (57 lbs) 64 TB: 27 kg (60 lbs)	24 TB: 12.5 kg (27.5 lbs)

ELECTRICAL	NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)	NVR5 VAL (6-24 TB)
Power Input	100 to 240 VAC, 50/60 Hz, auto-switching				
Power Supply	Dual (1+1) 1000 W redundant	Dual (1+1) 1100 W	2 × 1100 W Mixed Mode	800 W Mixed Mode	Single 450 W (80 PLUS Platinum), non-hot-swappable and non-redundant only
Power Consumption	Maximum 580 W (1978 BTU/h)	Maximum 803 W (2740 BTU/h)	Maximum 789 W (2691 BTU/h)	Maximum 604 W (2061 BTU/h)	Maximum 450 W (1725 BTU/h)
Power Efficiency	Titanium			Platinum	

ENVIRONMENTAL	NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)	NVR5 VAL (6-24 TB)
Operating Temperature	10°C to 35°C (50°F to 95°F)				
Storage Temperature	-30°C to 60°C (-22°F to 140°F)	-40°C to 65°C (-40°F to 149°F)			
Operating Humidity	8% to 90% relative humidity with 28°C (82.4°F) max dew point	10% to 80% relative humidity with 29°C (84.2°F) max dew point	8% to 95% relative humidity with 27°C (80.6°F) max dew point		8% to 80% relative humidity with 21°C (69.8°F) max dew point
Storage Humidity	5% to 95% RH with 38.7°C (101.7°F) max dew point. Atmosphere must be non-condensing at all times.	5% to 95% RH with 33°C (91°F) max dew point. Atmosphere must be non-condensing at all times.	5% to 95% RH with 27°C (80.6°F) max dew point. Atmosphere must be non-condensing at all times.		5% to 95% RH with 27°C (80.6°F) maximum dew point. Atmosphere must be non-condensing at all times.
Operating Vibration	0.15 Grms at 10 Hz to 300 Hz	0.26 Grms at 5 Hz to 350 Hz	0.21 Grms at 5 Hz to 500 Hz		0.21 Grms at 5 Hz to 500 Hz for 10 minutes
Storage Vibration	0.5 Grms at 10 Hz to 500 Hz	1.88 Grms at 10 Hz to 500 Hz			
Operating Shock	2 G	6 G			
Storage Shock	15 G	71 G			
Operating Altitude	3,050 m (10,000 ft)	3,048 m (10,000 ft)			
Storage Altitude	9,144 m (30,000 ft)	12,000 m (39,370 ft)			

CERTIFICATIONS	NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)	NVR5 VAL (6-24 TB)
Certifications/Directives	UL, cUL, CE, RCM, BSMI, EAC, KC, NRCS, VCCI, RoHS, WEEE	UL, cUL, CE, LOT9, NRCS, NOM, RCM, EAC, VCCI, BSMI, CCC (STD only), KC, BIS, UKCA			UL, cUL, CE, RCM, UKCA, NOM, BSMI, CCC, KC, NRCS, VCCI
Safety	UL/CSA/EN/IEC 62368-1	UL/CSA/IEC/EN 62368-1:2014 (2nd ed)			UL/CSA/IEC/EN 62368-1 (3rd ed) EN IEC 62368-1:2020 _A11:2020
Electromagnetic Emissions	CFR Title 47, FCC Part 2, 15 Class A, ICES-003(A), EN 55032 Class A, EN 61000-3-2, EN 61000-3-3	FCC Title 47 CFR Part 15, Canadian ICES-003(A) Issue 7, EN 55032:2015/CISPR 32:2015, EN 61000-3-2:2014/IEC 61000-3-2:2014, EN 61000-3-3:2013/IEC 61000-3-3:2013			FCC Title 47 CFR Part 15, ICES-003 (A) Issue 7, EN 55032:2015 +A11:2020/CISPR 32:2015 +A1:2019, EN 61000-3-2:2014/IEC 61000-3-2:2014, EN 61000-3-3:2013/IEC 61000-3-3:2013
Electromagnetic Immunity	EN 55024	EN 55024:2010 +A1:2015/CISPR 24:2010 +A1:2015 or EN 55035:2017			EN 55035:2017 +A11:2020/CISPR 35:2016

SUPPLIED ACCESSORIES	NVR5 PRM (252-432 TB)	NVR5 PRM (192-224 TB)	NVR5 PRM (96-160 TB)	NVR5 STD (16-64 TB)	NVR5 VAL (6-24 TB)
Rack Rail System	Sliding rail system with cable management arm ¹	ReadyRails Sliding Rails with Cable Management Arm			ReadyRails 1U/2U Static Rails for 2- or 4-post racks
Bezel	1, front				
Power Cords	4 total: 2 × C13 / C14, 2 × country variants (from options below)			2 total: 1 × C13 / C14, 1 × country variant (from options below)	1 total: 1 × C13, country variant (from options below)
1 Supports tool-less mounting in 19"-wide EIA-310-E compliant square hole, unthreaded round-hole 4-post racks, and threaded hole 4-post racks					

(NA) NEMA 5-15P / C13



(UK) BS1363 / C13



(EU) SCHUKO / C13



(AU) AS3112 / C13



OUTLINE DIMENSIONS

[X.X]	INCHES
X	MM

NVR5 PRM (252 288 360 432 TB)

FORM FACTOR

2U rack mount chassis

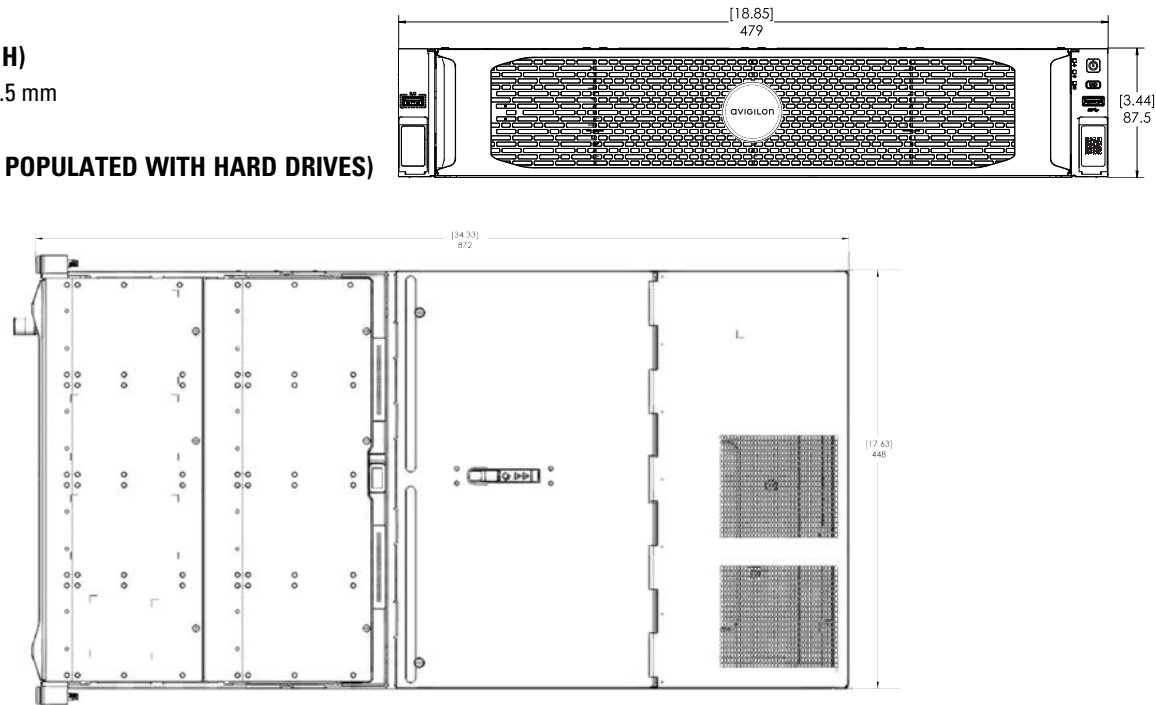
DIMENSIONS (L x W x H)

872.0 mm x 479.0 mm x 87.5 mm

34.33" x 18.86" x 3.44"

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

55 kg [122 lbs]



NVR5 PRM (192 224 TB)

FORM FACTOR

2U rack mount chassis

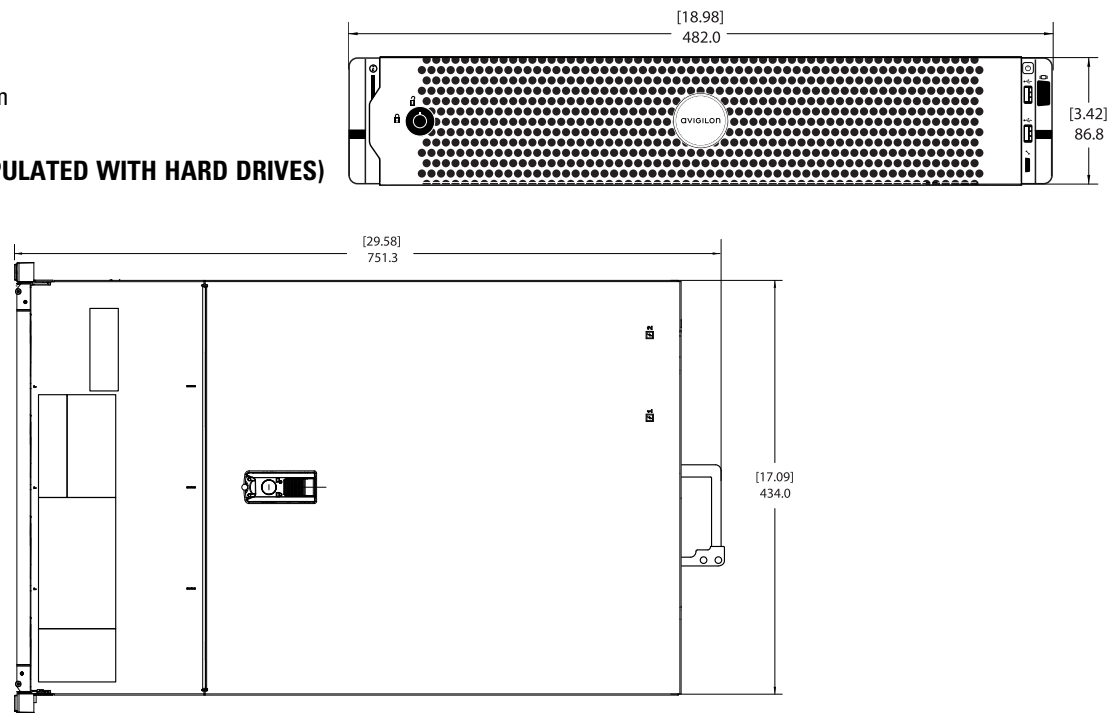
DIMENSIONS (L x W x H)

751.3 mm x 482.0 mm x 86.8 mm

29.58" x 18.98" x 3.42"

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

33.1 kg [72.91 lbs]



NVR5 STD (16 24 32 48 64 TB) & NVR5 PRM (96 128 160 TB)

FORM FACTOR

2U rack mount chassis

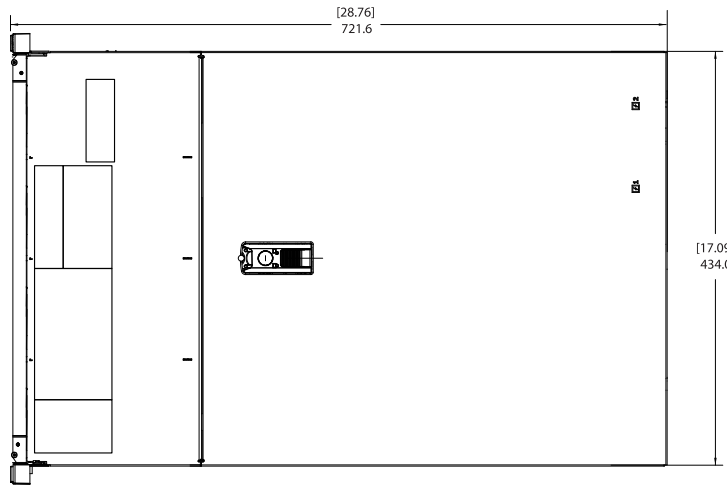
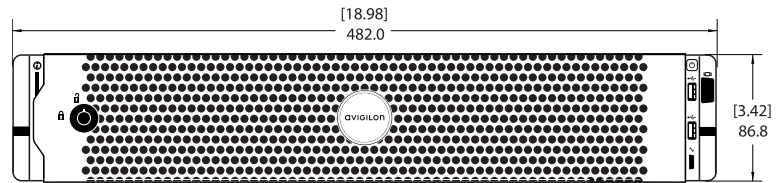
DIMENSIONS (L × W × H)

721.6 mm × 482.0 mm × 86.8 mm

28.4" × 18.98" × 3.42"

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

28.76 kg [63.40 lbs]



NVR5 VAL (6 12 16 24 TB)

FORM FACTOR

1U rack mount chassis

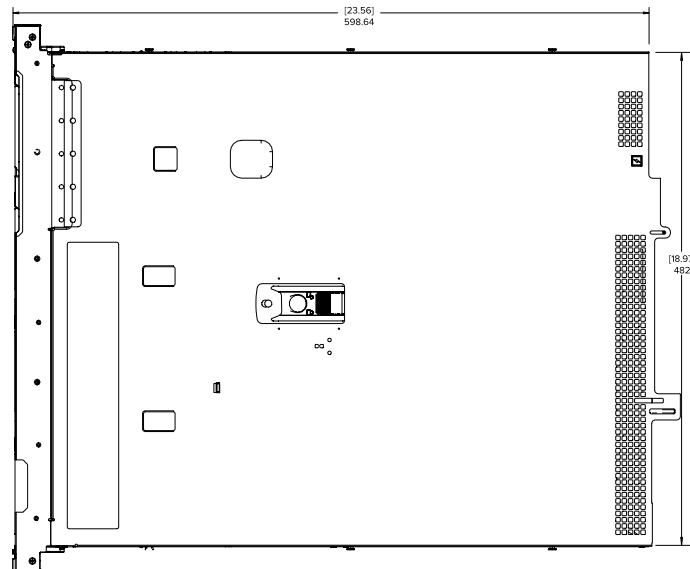
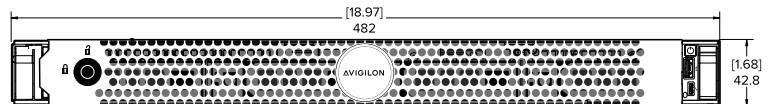
DIMENSIONS (L × W × H)

598.6 mm × 482.0 mm × 42.8 mm

23.56" × 18.97" × 1.68"

WEIGHT (WHEN FULLY POPULATED WITH HARD DRIVES)

12.5 kg [27.5 lbs]



ORDERING INFORMATION

NVR5	
NVR5-VAL-6TB	6 TB (8 TB Raw) NVR5 Value with Microsoft Windows 10 Enterprise 21H2 LTSC and Avigilon Control Center, 3 Year Next Business Day Warranty
NVR5-VAL-12TB	12 TB (16 TB Raw) NVR5 Value with Microsoft Windows 10 Enterprise 21H2 LTSC and Avigilon Control Center, 3 Year Next Business Day Warranty
NVR5-VAL-16TB	16 TB (24 TB Raw) NVR5 Value with Microsoft Windows 10 Enterprise 21H2 LTSC and Avigilon Control Center, 3 Year Next Business Day Warranty
NVR5-VAL-24TB	24 TB (32 TB Raw) NVR5 Value with Microsoft Windows 10 Enterprise 21H2 LTSC and Avigilon Control Center, 3 Year Next Business Day Warranty
NVR5-STD-16TB-W10	16 TB (24 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-16TB-S19	16 TB (24 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-24TB-W10	24 TB (32 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-24TB-S19	24 TB (32 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-32TB-W10	32 TB (48 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-32TB-S19	32 TB (48 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-48TB-W10	48 TB (64 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-48TB-S19	48 TB (64 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-STD-64TB-W10	64 TB (80 TB Raw) NVR5 Standard with Microsoft Windows 10 v1809 LTSC and Avigilon Control Center
NVR5-STD-64TB-S19	64 TB (80 TB Raw) NVR5 Standard with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-96TB-S19	96 TB (120 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-128TB-S19	128 TB (160 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-160TB-S19	160 TB (192 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-192TB-S19	192 TB (256 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-224TB-S19	224 TB (288 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-252TB-S19	252 TB (324 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-288TB-S19	288 TB (360 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-360TB-S19	360 TB (432 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
NVR5-PRM-432TB-S19	432 TB (504 TB Raw) NVR5 Premium with Microsoft Windows Server 2019 LTSC and Avigilon Control Center
Avigilon Control Center licenses must be purchased separately. Avigilon Appearance Search and facial recognition requires Enterprise version of the ACC software.	

ACCESSORIES (NVR5 PRM 252-432 TB)	
NVR5-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
HD-NVR4-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
NVR5-SFPPLUS-SR-B	SFP+ Transceivers for Short Range (Multi-mode) on server side, NVR5 >= 252 TB
NVR5-SFPPLUS-LR-B	SFP+ Transceivers for Long Range (Single-mode) between SAN switches, NVR5 >= 252 TB
NVR5-10GBASET-B	Network Card, QP 10 G-Base-T NVR5 PRM >= 252 TB
NVR5-RAM-16GB-B	RAM Upgrade Kit for 1 CPU Processor Only, 2 x 8 GB DDR4 3200 MT/s DIMMs, NVR5 PRM >= 252 TB
NVR5-PSU-1000W	1000 W Flex Slot Titanium Hot Plug/Swappable Power Supply Kit, NVR5 PRM >= 252 TB
NVR5-HDDS-INT-18TB	Spare hard drive, 18 TB, internal bay, compatible with NVR5 PRM >= 252 TB
NVR5-HDDS-HOT-18TB	Spare hard drive, 18 TB, front/rear bay, compatible with NVR5 PRM >= 252 TB
AVA-HED1-NVR5-CONNECT-B	AVA Connectivity Kit for Direct Attachment of a NVR5 PRM >= 252 TB
AVA-SAN-CONNECT-1	AVA Head Unit Connectivity Kit, includes 1 x transceiver and fiber optic cable for SAN networking

ACCESSORIES (NVR5 PRM 252-432 TB)

AVA-SAN-CONNECT-8	AVA Head Unit Connectivity Kit, includes 8 × transceivers and fiber optic cables for SAN networking with two network switches
NVR5-AVA-SAN-CONNECT-B	Connectivity Kit for AVA SAN networking, compatible with NVR5 PRM >= 252 TB (excluding AVA Transceiver and Fiber Optic Cables included in AVA-HED1-NVR5-CONNECT-B)
NVR-KYD-WARR-5YR-B	5-year Keep-Your-Drive Warranty Upgrade for NVR5 PRM >= 252 TB

ACCESSORIES (NVR5 STD/PRM 16-224 TB)

NVR5-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
HD-NVR4-SFPPLUS-DA	3 m (10 ft) SFP+ 10 GbE Twinax Direct Attach cable
NVR4X-SFPPLUS-SR	SFP+ Transceivers for Short Range (Multi-mode) on server side
NVR5-SFPPLUS-SR-A	SFP+ Transceivers for Short Range (Multi-mode) on server side, NVR5 16-224 TB
NVR5-SFPPLUS-LR-A	SFP+ Transceivers for Long Range (Single-mode) between SAN switches, NVR5 16-224 TB
NVR5-STD-10GBE	Network Card, DP 10 GbE SFP+ NVR5 STD 16-64 TB
NVR5-10GBASET-A1	Network Card, QP 10 G-Base-T NVR5 STD/PRM 16-160 TB (excluding 2nd CPU for NVR5 STD)
NVR5-10GBASET-A2	Network Card, QP 10 G-Base-T NVR5 PRM 192-224 TB
NVR5-RAM-16GB-A	RAM Upgrade Kit for 1 CPU Processor Only, 2 × 8 GB DDR4 3200 MT/s DIMMs, NVR5 STD/PRM 16-224 TB
NVR5-STD-2NDCPU1	2nd CPU Upgrade Kit, 2 × 8 GB DDR4 3200 MT/s DIMMs, NVR5 STD 16-64 TB
NVR5-PRM-2NDCPU	2nd CPU Upgrade Kit, 6 × 8 GB DDR4 3200 MT/s DIMMs, NVR5 PRM 192-224 TB
NVR5-PSU-800W	800 W Hot Plug/Swappable Power Supply Kit, NVR5 STD 16-64 TB
NVR5-PSU-1100W-A1	1100 W Hot Plug/Swappable Power Supply Kit, NVR5 STD 16-64 TB and NVR5 PRM 96-160 TB
NVR5-PSU-1100W-A2	1100 W Hot Plug/Swappable Power Supply Kit, NVR5 PRM 192-224 TB
NVR5-HDD-HOT-4TB	Spare hard drive, 4 TB, front/rear bay, compatible with NVR5 STD 16-24 TB
NVR5-HDD-HOT-8TB	Spare hard drive, 8 TB, front/rear bay, compatible with NVR5 STD 32-64 TB
NVR5-HDDS-HOT-12TB	Spare hard drive, 12 TB, front/rear bay, compatible with NVR PRM 96 TB
NVR5-HDDS-INT-16TB	Spare hard drive, 16 TB, internal bay, compatible with NVR5 PRM 192-224 TB
NVR5-HDDS-HOT-16TB-A1	Spare hard drive, 16 TB, front/rear bay, compatible with NVR5 PRM 128-160 TB
NVR5-HDDS-HOT-16TB-A2	Spare hard drive, 16 TB, front/rear bay, compatible with NVR5 PRM 192-224 TB
AVA-HED1-NVR5-CONNECT-A	AVA Connectivity Kit for Direct Attachment of a NVR5 STD/PRM <= 224 TB (excluding 2nd CPU for NVR5 STD)
AVA-SAN-CONNECT-1	AVA Head Unit Connectivity Kit, includes 1 × transceiver and fiber optic cable for SAN networking
AVA-SAN-CONNECT-8	AVA Head Unit Connectivity Kit, includes 8 × transceivers and fiber optic cables for SAN networking with two network switches
NVR5-AVA-SAN-CONNECT-A	Connectivity Kit for AVA SAN networking, compatible with NVR5 STD/PRM <= 224 TB (excluding 2nd CPU for NVR5 STD as well as AVA Transceiver and Fiber Optic Cables included in AVA-HED1-NVR5-CONNECT-A)
NVR5-S19-UPG	Windows Server 2019 Upgrade Kit for NVR5 STD/VAL
NVR-KYD-WARR-5YR-A	5-year Keep-Your-Drive Warranty Upgrade for NVR5 STD/PRM 16-224 TB
NVR5-STD-WARR-5Y4HMC	5-year 4-Hour-Mission-Critical Warranty Upgrade for NVR5 STD 16-64 TB

¹ Additional power is required in order to enable the 2nd CPU kit in the NVR5 Standard systems. To achieve this, replace the 800W PSU with an 1100W PSU (NVR5-PSU-1100W-A1), add a second 800W PSU (NVR5-PSU-800W) and disable PSU redundancy support, or replace the 800W PSU with two 1100W PSUs (NVR5-PSU-1100W-A1) and enable PSU redundancy support.

ACCESSORIES (NVR5 VAL)

NVR5-VAL-ANK	Analytics Kit for NVR5 VAL
NVR5-VAL-ANK-PLUS	Analytics Plus Kit for NVR5 VAL
NVR5-HDD-HOT-2TB	Spare hard drive, 2 TB, front/rear bay, compatible with NVR5 VAL 6 TB
NVR5-HDD-HOT-4TB	Spare hard drive, 4 TB, front/rear bay, compatible with NVR5 VAL 12 TB

ACCESSORIES (NVR5 VAL)	
NVR5-HDD-HOT-8TB	Spare hard drive, 8 TB, front/rear bay, compatible with NVR5 VAL 16/24 TB
NVR5-S19-UPG	Windows Server 2019 Upgrade Kit for NVR5 STD/VAL
NVR5-VAL-WARR-5Y4HMC	5-year 4-Hour-Mission-Critical Warranty Upgrade for NVR5 VAL. Must be purchased together with NVR5-VAL-WARR-EXTEND-2YR.
NVR5-VAL-WARR-EXTEND-2YR	2-year Warranty Extension for NVR5 VAL
NVR5-VAL-KYD-WARR-5YR	5-year Keep-Your-Drive Warranty Upgrade for NVR5 VAL
NVR5-VAL-IDRAC9-ENT-UPG	iDRAC Enterprise upgrade

SUPPORT

Learn more and find additional documentation at [avigilon.com](https://www.avigilon.com) or email sales@avigilon.com for specific product support.



AVIGILON™

Jun 2023 | Rev 4

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Deploying Avigilon Solutions: A Guide to Networking Best Practices

This document is intended to provide recommended networking architecture for optimum system performance when deploying Avigilon's video solutions. The networking topologies outlined in this guide cover many of the typical Network Video Recorder, AI NVR, and Avigilon AI Appliance deployments and offer guidance to optimize your video surveillance system.

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AI NVR Value

AI NVR Value brings together a high performance NVR and AI Appliance in a small 1U form factor. This budget-friendly AI NVR includes two 1 GbE network ports that can take in up to 900 Mbps of recording throughput on a single port. Additionally, the AI NVR Value supports running server-side Classified Object Detection, Avigilon Appearance Search, and Face Recognition on up to 5 non-analytic cameras, or can support Avigilon Appearance Search and Face Recognition on up to 50 H5A cameras.

The AI NVR Value is available with the Avigilon Hardened OS.

Network Architectures

- Avoid cascading switches as this will reduce fault tolerance and may create network bottlenecks.
- Having multiple switches on a critical path increases the chances that a single switch failure can sever the connection to a large group of cameras.

Network Environment

NIC Teaming Enabled (recommended)

- Since the AI NVR Value only has two network ports, if NIC teaming is used, you will no longer be able to separate recording and playback traffic with IP subnets .
- The network configuration is completed using the NIC teaming settings on the AI NVR Value instead of configuring any of the AI NVR Value network ports individually.

NIC Teaming Disabled

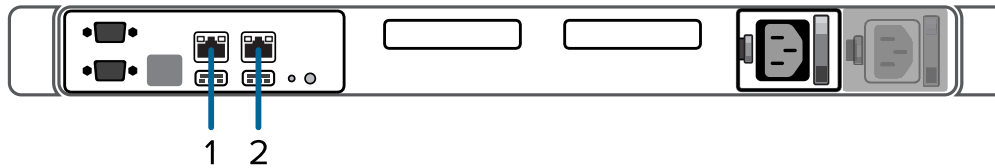
- Keep incoming (recording) traffic and outgoing (client) traffic isolated on different networks using different IP subnets or VLANs.
- Every network port used on the AI NVR Value must be configured into unique IP subnets.
- Only one network port on the AI NVR Value (typically the client network port) must be configured with a default gateway IP address. The remaining network ports must only be configured with the IP address and subnet mask.

The following table shows the recommended number of network interfaces for a given recording and client throughput.

Recording Network Interfaces Required	Client Network Interfaces Required	Recording Throughput	Client Recorded Playback Throughput (Or Live Throughput)
One 1 GbE	One 1 GbE	Up to 900 Mbps	Up to 800 Mbps

Network Interface Connections

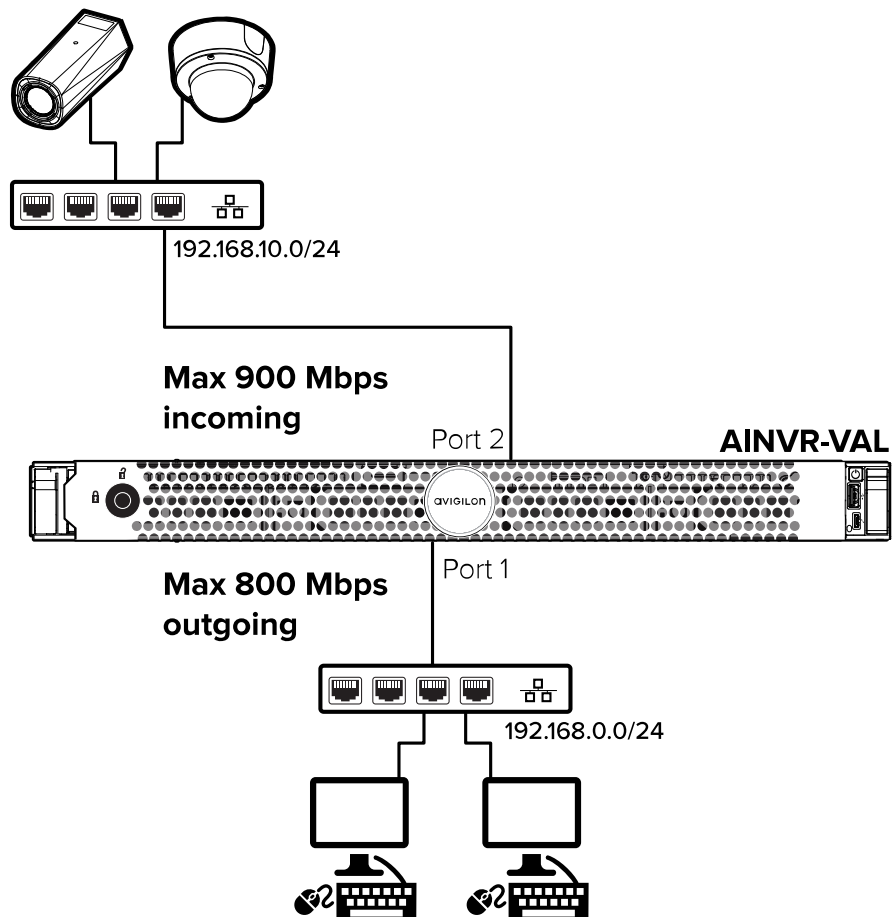
- Either port one or two can be used for incoming or outgoing traffic.



Sample Network Topologies

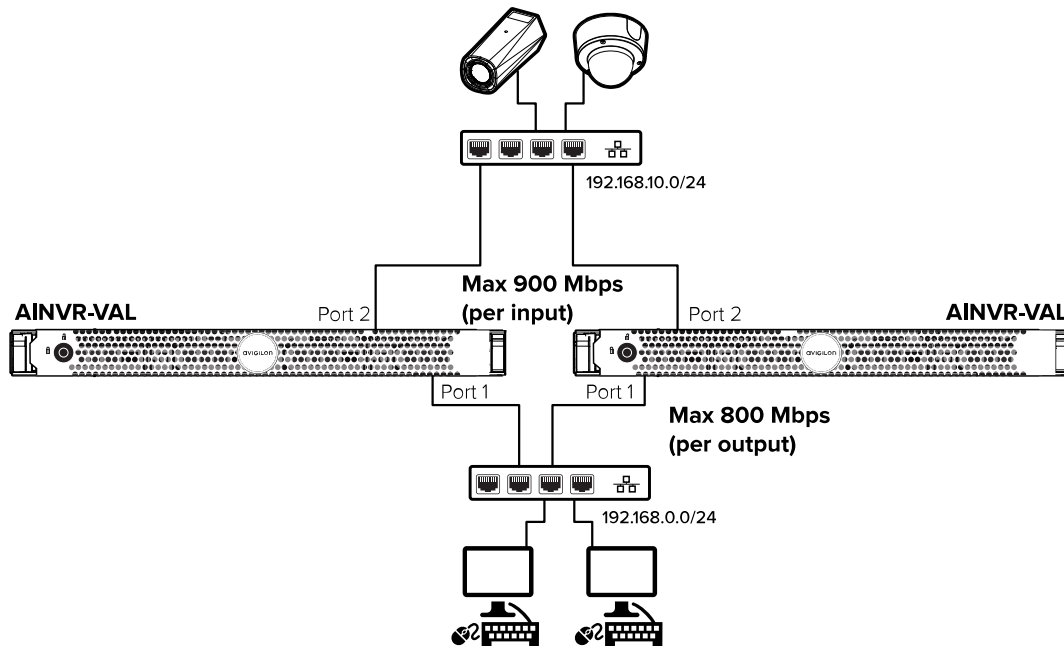
Network Topology with 1 AI NVR Value

Suitable for sites with less than 900 Mbps of recording throughput. This is a simple deployment, but it does not provide any network redundancy.



Network Topology with Multiple AI NVR Value

Suitable for deployments that require network redundancy. Connecting multiple AI NVRs (n AI NVRs) through the same IP subnets will ensure that cameras will continue to record in the event that a single AI NVR fails. Primary and secondary AI NVRs can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each AI NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary AI NVR.



NIC Teaming on AI NVR Value

Note: Coming soon with ACC 7.12.4.

To further increase network resilience, it is recommended to use NIC teaming. The AI NVR Value supports three types of NIC teaming: Active Backup, Dynamic Link Aggregation (IEEE 802.3ad), and Adaptive Load Balancing.

Tip: Since the AI NVR Value only has two network ports, if NIC teaming is used, you will no longer be able to separate recording and playback traffic with IP subnets.

Active Backup

In this mode, one of the two network ports are designated as the primary port, and the other is set as the backup port. While the primary network port is functioning properly, the backup port will not be used. In the event that the primary network port fails, the backup network port will take over. Both network ports work as unique virtual network interfaces with a single mac address visible to other network devices.

Dynamic Link Aggregation (IEEE 802.3ad)

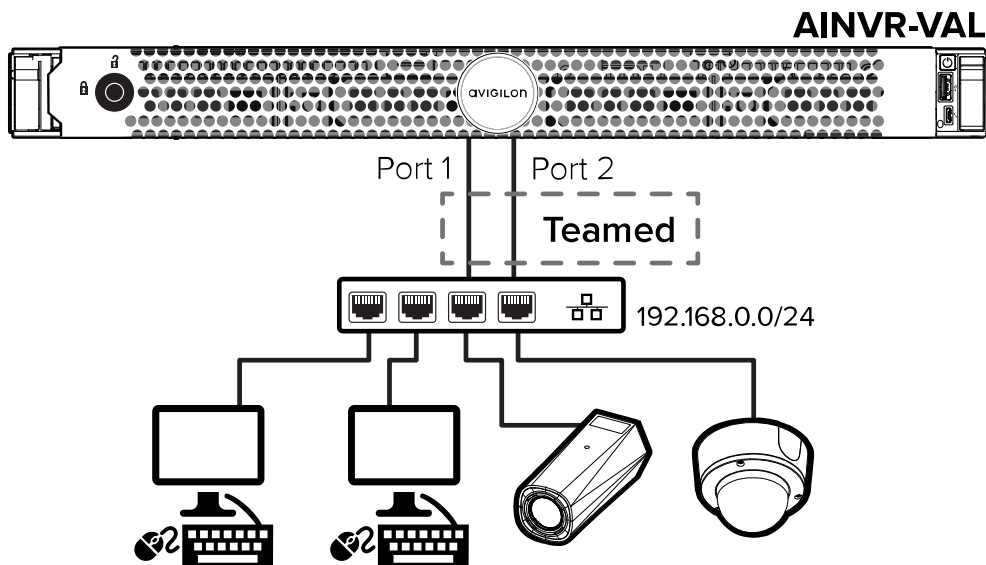
In this mode, the bandwidth of both network ports will be aggregated into a single 2 Gb/s connection. Both network ports will be utilized simultaneously in this mode and all devices using the teamed ports will operate at the same speed and duplex. If one network port were to fail, then all traffic will be forced through the remaining network port and your bandwidth will be reduced to 1 Gb/s.

Note: This mode requires a switch that can support IEEE 802.3ad Dynamic Link Aggregation, and will require some setup on that switch.

Adaptive Load Balancing

In this mode, both network ports will be used as separate 1 Gb/s connections, but the AI NVR Value will attempt to dynamically load balance the transmitted and received traffic that passes through each network port. Each network port can be connected to different network switches on the same IP subnet to increase redundancy. In the event that one network port fails, all traffic will be redirected to the working network port.

This mode provides many of the benefits of Dynamic Link Aggregation without the need for any switch configuration or support. Additionally, this mode supports network ports of different speeds (10 Gb/s and 1 Gb/s) to be teamed together.



AI NVR Standard

AI NVR Standard merges an enterprise-grade NVR with a built-in AI Appliance. This AI NVR includes four 1-GbE network ports that support up to 900 Mbps of recording throughput. Additionally, AI NVR Standard supports running server side Classified Object Detection, Avigilon Appearance Search, and Face Recognition on up to 10 non-analytic cameras, or can support Avigilon Appearance Search and Face Recognition on up to 100 H5A cameras.

The AI NVR Standard is available with the Avigilon Hardened OS.

Network Architectures

- Avoid cascading switches as this will reduce fault tolerance and may create network bottlenecks.
- Having multiple layers of switches on a critical path increases the chances that a single switch failure can sever the connection to a large group of cameras.

Network Environment

NIC Teaming Enabled (recommended)

- Since the AI NVR Standard has four network ports, recording and client traffic can still be isolated on different networks using different IP subnets or VLANs . This can be achieved by creating two separate NIC teaming groups with two network ports per group.
- The network configuration is completed using the NIC teaming settings on the AI NVR Standard instead of configuring any of the AI NVR Standard network ports individually.

NIC Teaming Disabled

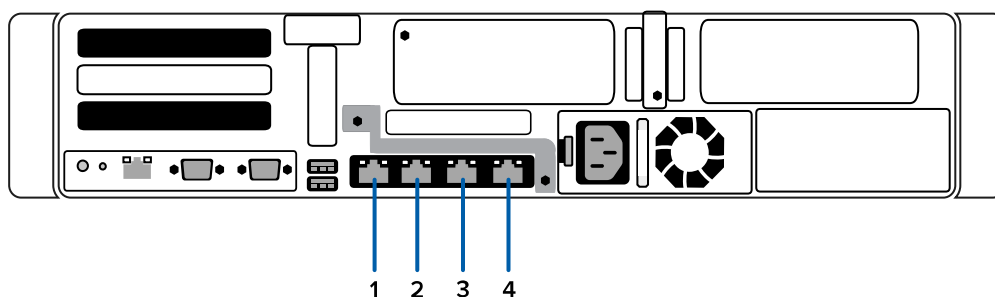
- Keep incoming (recording) traffic and outgoing (client) traffic isolated on different networks using different IP subnets or VLANs.
- Every network port used on the AI NVR Standard must be configured into unique IP subnets.
- Only one network port on the AI NVR Standard (typically the client network port) must be configured with a default gateway IP address. The remaining network ports must only be configured with the IP address and subnet mask.

The following table shows the recommended number of network interfaces for a given recording and client throughput.

Recording Network Interfaces Required	Client Network Interfaces Required	Recording Throughput	Client Recorded Playback Throughput (Or Live Throughput)
One 1 GbE	One 1 GbE	Up to 900 Mbps	Up to 800 Mbps

Network Interface Connections

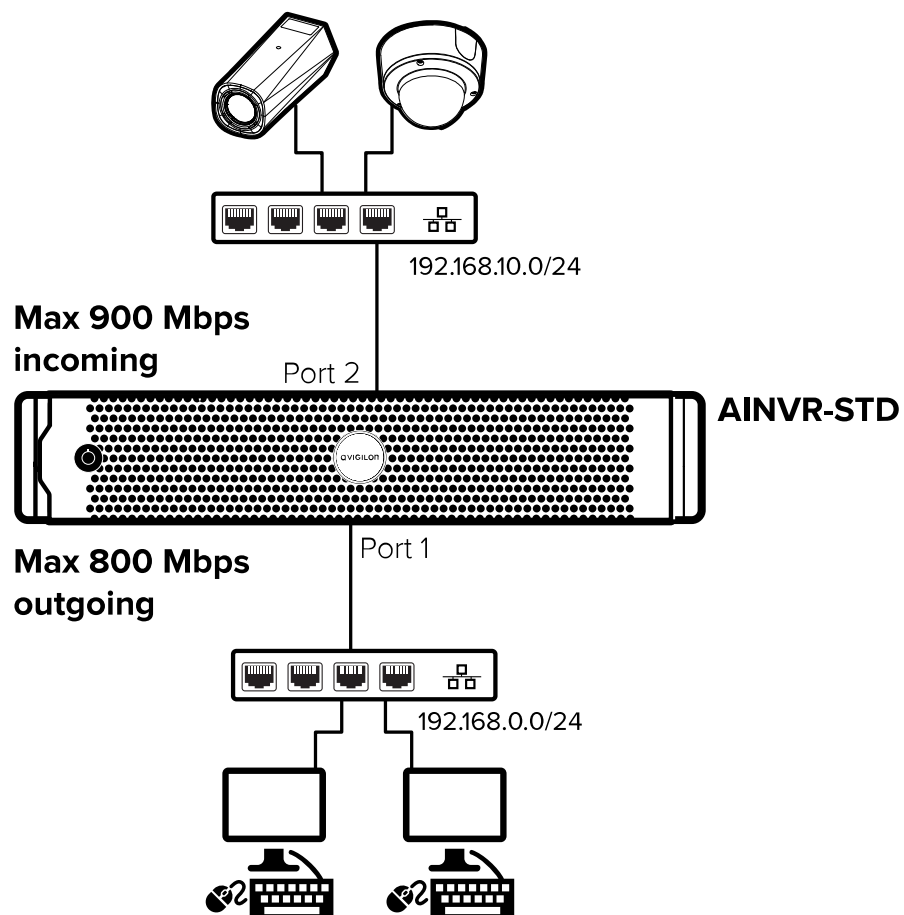
- Any of the 4 ports can be used for incoming or outgoing traffic.



Sample Network Topologies

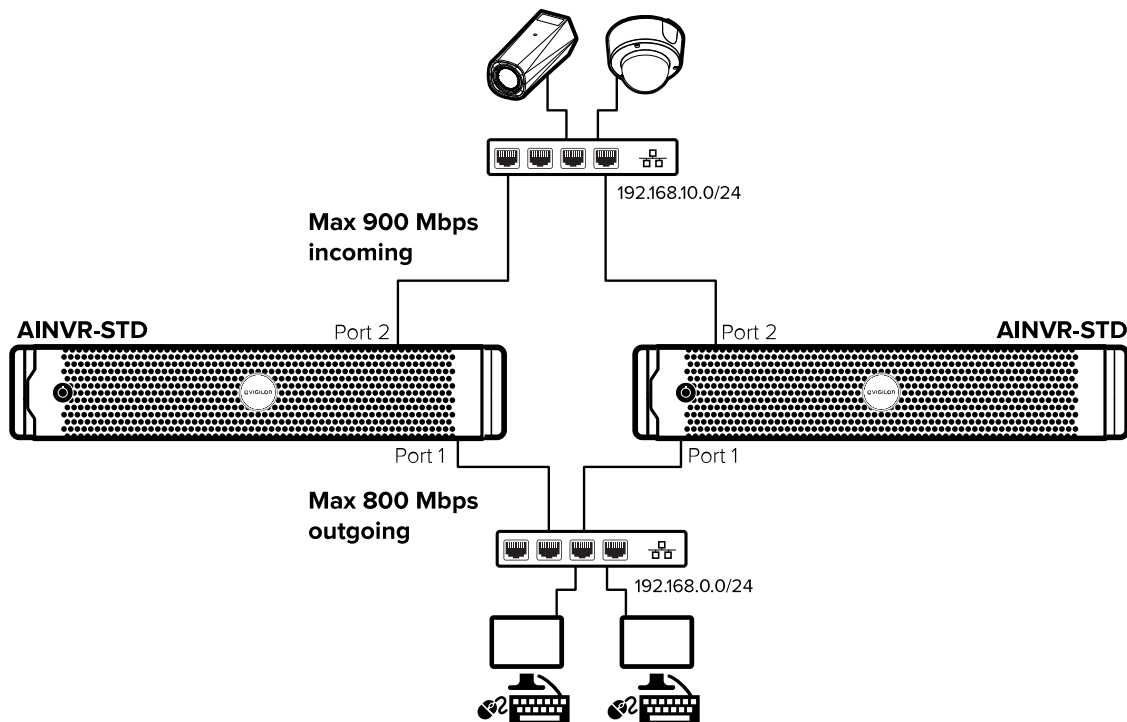
Network Topology with 1 AI NVR Standard

Suitable for sites with less than 900 Mbps of recording throughput. This simple deployment does not provide any network redundancy.



Network Topology with Multiple AI NVR Standard

Suitable for deployments that require network redundancy. Connecting multiple AI NVRs (n AI NVRs) through the same IP subnets will ensure that cameras will continue to record in the event that a single AI NVR fails. Primary and secondary AI NVRs can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each AI NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary AI NVR.



NIC Teaming on AI NVR Standard

Note: Coming soon with ACC 7.12.4.

To further increase network resilience, it is recommended to use network interface controller (NIC) teaming. The AI NVR Standard supports three types of NIC teaming: Active Backup, Dynamic Link Aggregation (IEEE 802.3ad), and Adaptive Load Balancing.

Active Backup

In this mode, one port out of the teamed network ports is designated as the primary port, and the others are set as the backup ports. While the primary network port is functioning properly, the backup ports will not be used. In the event that the primary network port fails, the backup network ports will take over. Both network ports work as unique virtual network interfaces with a single mac address visible to other network devices.

Dynamic Link Aggregation (IEEE 802.3ad)

In this mode, all of the teamed network ports will be aggregated into a single connection that has a

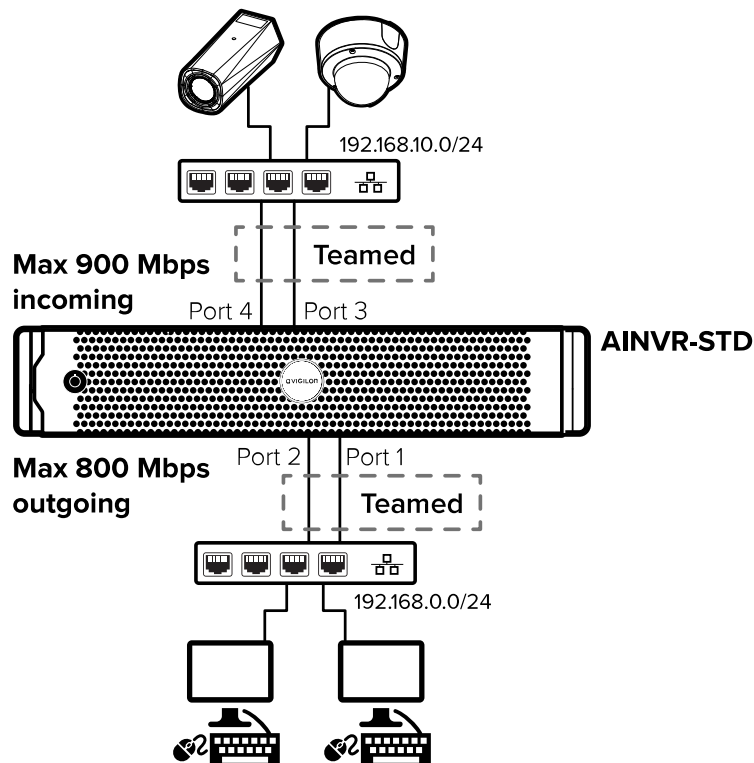
combined bandwidth equal to the sum of all the teamed port's individual bandwidth. All teamed network ports will be utilized simultaneously while in this mode and all devices using the teamed ports will operate at the same speed and duplex. If one network port were to fail, then all traffic will be forced through the remaining network ports and your bandwidth will be reduced to the sum of the remaining ports' bandwidth.

Note: This mode requires a switch that can support IEEE 802.3ad Dynamic Link Aggregation, and will require some setup on that switch.

Adaptive Load Balancing

In this mode, both network ports will be used as separate 1 Gb/s connections, but the AI NVR Standard will attempt to dynamically load balance the transmitted and received traffic that passes through each network port. Each network port can be connected to different network switches on the same IP subnet to increase redundancy. In the event that one network port fails, all traffic will be redirected to the remaining working network port.

This mode provides many of the benefits of Dynamic Link Aggregation without the need for any switch configuration or support. Additionally, this mode supports network ports of different speeds (10 Gb/s and 1 Gb/s) to be teamed together.



NVR4 Value

NVR4 Value provides strong performance and various storage options in a 1U form factor. This budget-friendly NVR includes two 1 GbE network ports that can take in up to 300 Mbps of recording throughput when both network ports are used. Additionally, the NVR4 Value can be upgraded to take advantage of Avigilon Appearance Search™ technology with the optional Analytics Kit (NVR-ANK2-1).

The NVR4 Value is available with Windows 10 IoT Enterprise OS and can be upgraded to Windows Server 2019 with an optional OS upgrade kit (NVR4-S19-COA).

Network Architectures

- Avoid cascading switches as this will reduce fault tolerance and may create network bottlenecks.
- Having multiple switches on a critical path increases the chances that a single switch failure can sever the connection to a large group of cameras.

Network Environment

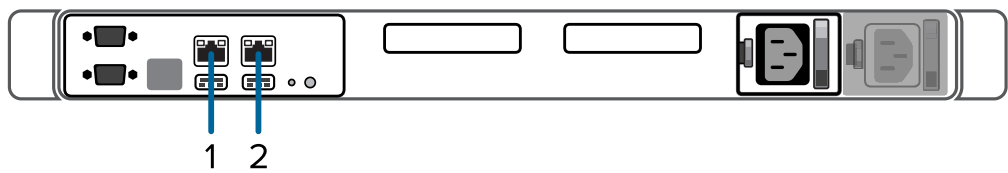
- Keep incoming (recording) traffic and outgoing (client) traffic isolated on different networks using different IP subnets or VLANs.
- Every network port used on the NVR4 Value must be configured into unique IP subnets.
- Only one network port on the NVR4 Value (typically the client network port) must be configured with a default gateway IP address. The remaining network ports must only be configured with the IP address and subnet mask.

The following table shows the recommended number of network interfaces for a given recording and client throughput.

Recording Network Interfaces Required	Client Network Interfaces Required	Recording Throughput	Client Recorded Playback Throughput (Or Live Throughput)
One 1 GbE	One 1 GbE	Up to 300 Mbps	Up to 128 Mbps

Network Interface Connections

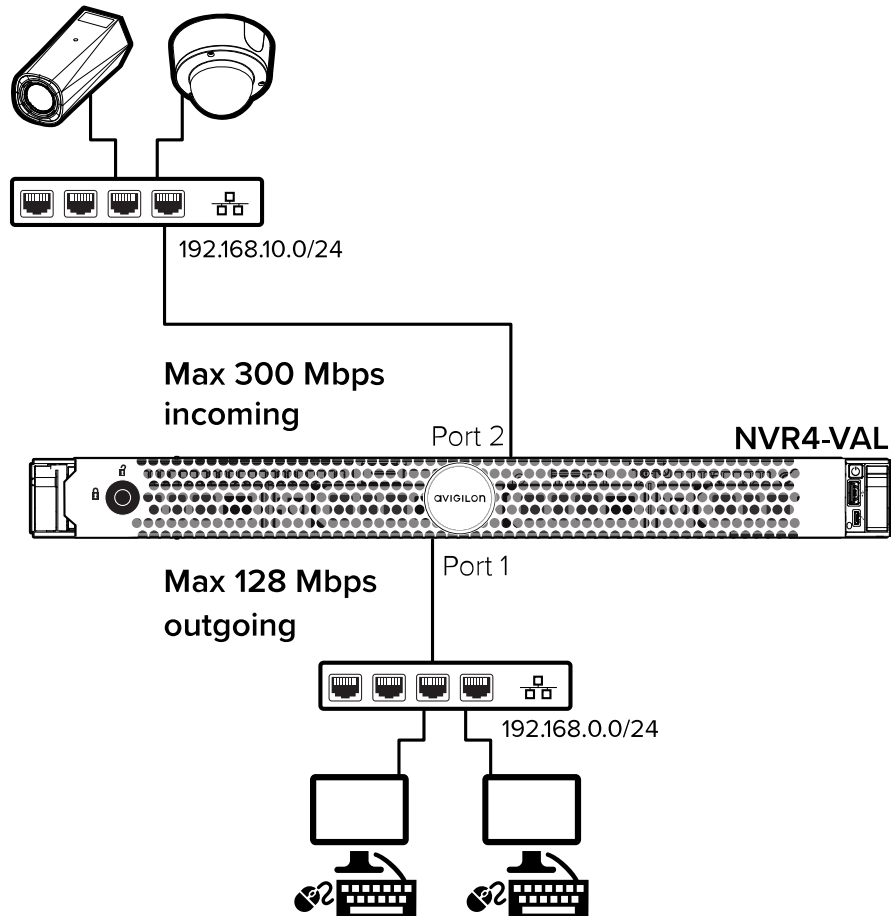
- Either port one or two can be used for incoming or outgoing traffic.



Sample Network Topologies

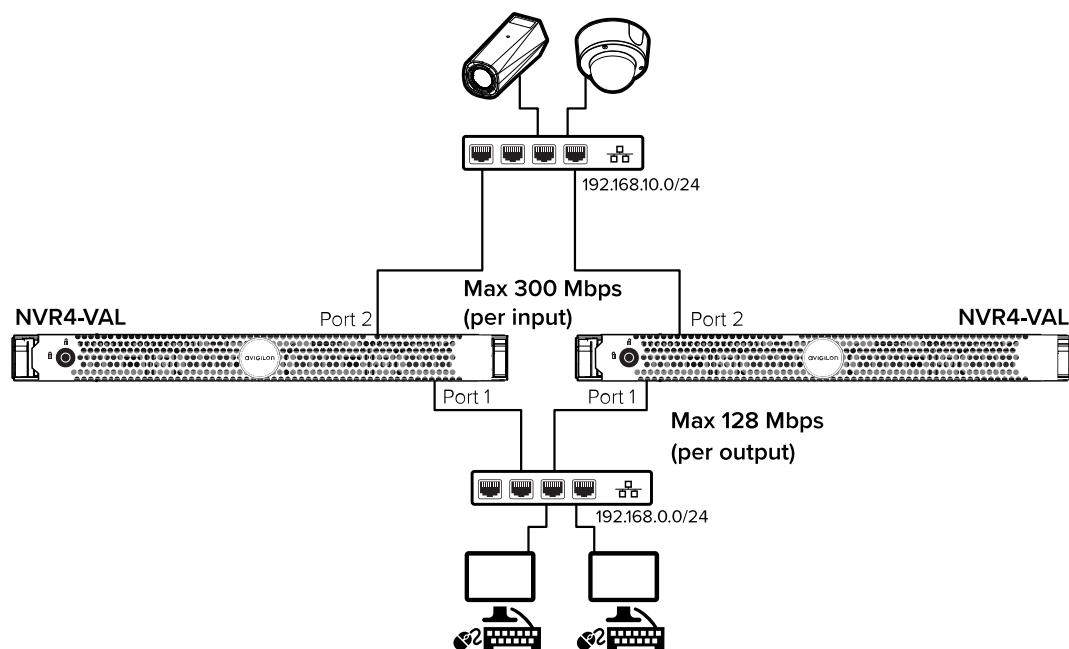
Network Topology with 1 NVR4 Value

Suitable for sites with less than 300 Mbps of recording throughput. This is a simple deployment, but it does not provide any network redundancy.



Network Topology with Multiple NVR4 Value

Suitable for deployments that require network redundancy. Connecting multiple NVR4s (n NVRs) through the same IP subnets will ensure that cameras will continue to record in the event that a single NVR fails. Primary and secondary NVR4s can be set up for each camera from within the ACC™ system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR.



NVR4X Standard

NVR4X Standard sets the standard for what a professional network video recorder should be. It includes four 1-GbE network ports that support up to 700 Mbps of recording throughput when three 1-GbE network ports are used, and has Avigilon Appearance Search technology built-in. Additionally, it can easily be upgraded to take advantage of increased capacity, secondary power supplies, 10 GbE networking, and additional CPUs.

The NVR4X Standard is available with Windows 10 IoT Enterprise or Windows Server 2016 and can be upgraded to Windows Server 2019 with an optional OS upgrade kit (NVR4-S19-COA).

Network Architectures

- Avoid cascading switches as this will reduce fault tolerance and may create network bottlenecks.
- Having multiple layers of switches on a critical path increases the chances that a single switch failure can sever the connection to a large group of cameras.

Network Environment

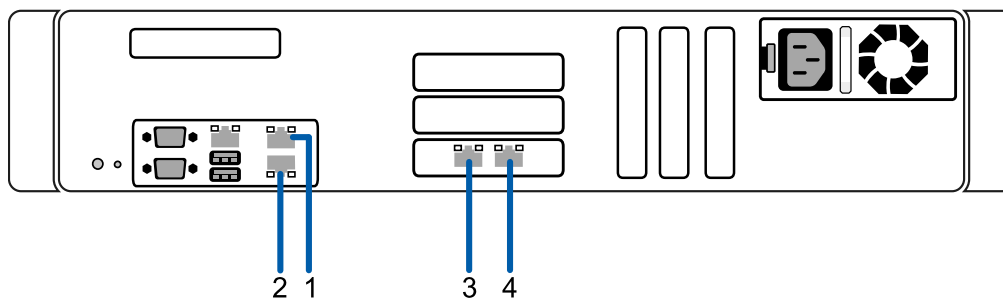
- Keep incoming (recording) traffic and outgoing (client) traffic isolated on different networks using different IP subnets or VLANs.
- Every network port used on the NVR must be configured into unique IP subnets.
- Only one network port on the NVR (typically the client network port) must be configured with a default gateway IP address. The remaining network ports must only be configured with the IP address and subnet mask.
- When possible, attempt to equally distribute incoming (recording) traffic across all network ports, IP subnets, or VLANs being used. The Avigilon System Design Tool can estimate traffic coming from groups of cameras.

The following table shows the recommended number of network interfaces for a given recording and client throughput.

Recording Network Interfaces Required	Client Network Interfaces Required	Recording Throughput	Client Recorded Playback Throughput (Or Live Throughput)
One 1 GbE	One 1 GbE	Up to 250 Mbps	Up to 450 Mbps
Two 1 GbE	One 1 GbE	Up to 450 Mbps	Up to 450 Mbps
Three 1 GbE	One 1 GbE	Up to 700 Mbps	Up to 450 Mbps

Network Interface Connections

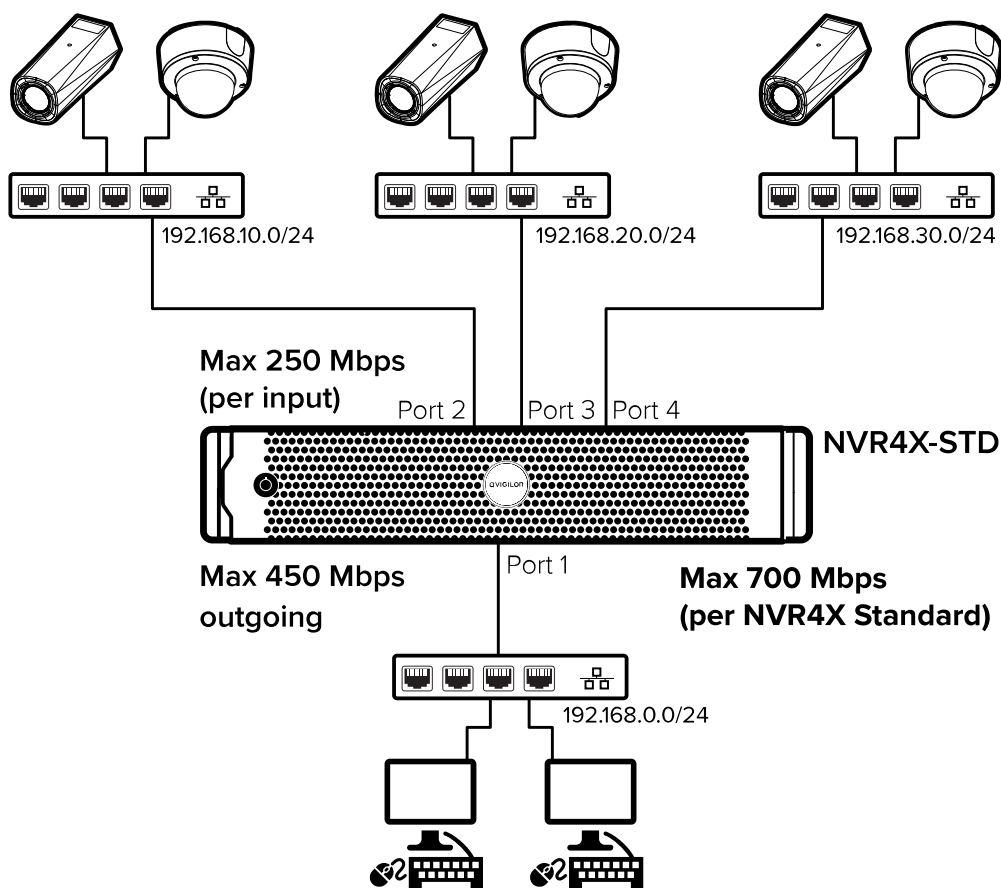
- It is recommended to use network ports three and four first for recording traffic. Ports one and two share the same network controller hardware and should be primarily used for client traffic, but one of them can be used for recording traffic if needed.



Sample Network Topologies

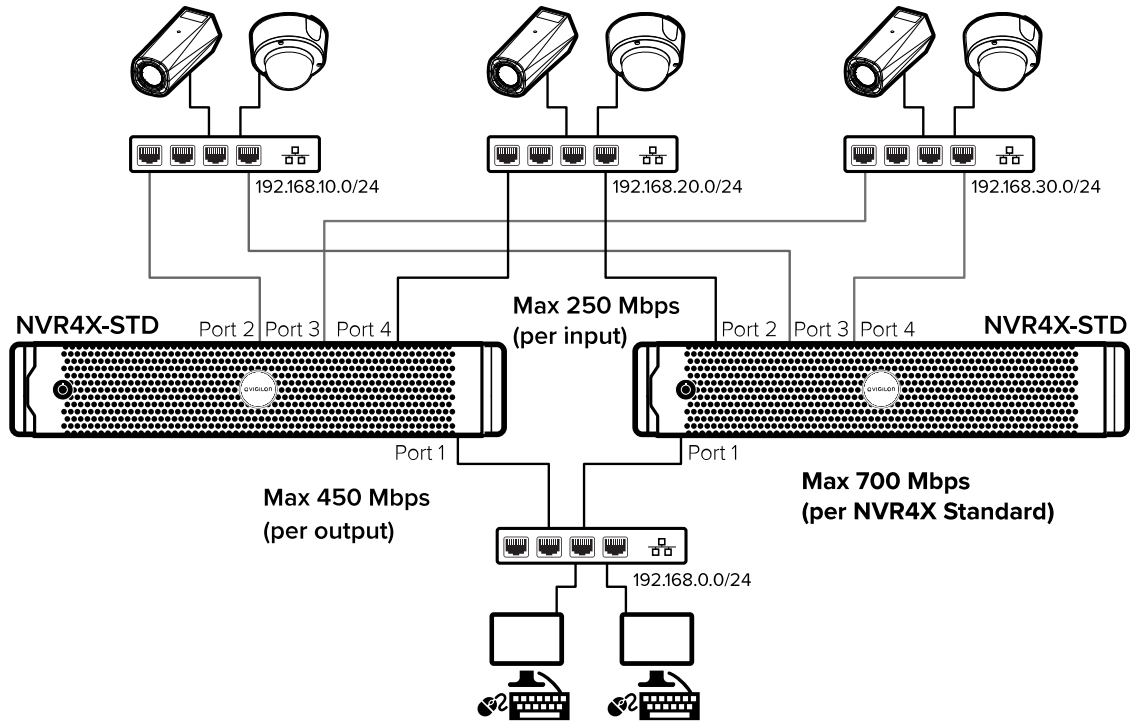
Network Topology with 1 NVR4X Standard

Suitable for sites with less than 700 Mbps of recording throughput. This simple deployment does not provide any network redundancy.



Network Topology with Multiple NVR4X Standard

Suitable for deployments that require network redundancy. Connecting multiple NVR4Xs (n NVRs) through the same IP subnet will ensure that cameras will continue to record in the event that a single NVR fails. Primary and secondary NVR4Xs can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR.



NVR4 Standard

NVR4 Standard sets the standard for what a professional network video recorder should be. It includes four 1-GbE network ports that support up to 700 Mbps of recording throughput when three 1-GbE network ports are used, and has Avigilon Appearance Search technology built-in. Additionally, it can easily be upgraded to take advantage of increased capacity, secondary power supplies, 10 GbE networking, and additional CPUs.

The NVR4 Standard is available with Windows 10 IoT Enterprise or Windows Server 2016 and can be upgraded to Windows Server 2019 with an optional OS upgrade kit (NVR4-S19-COA).

Network Architectures

- Avoid cascading switches as this will reduce fault tolerance and may create network bottlenecks.
- Having multiple layers of switches on a critical path increases the chances that a single switch failure can sever the connection to a large group of cameras.

Network Environment

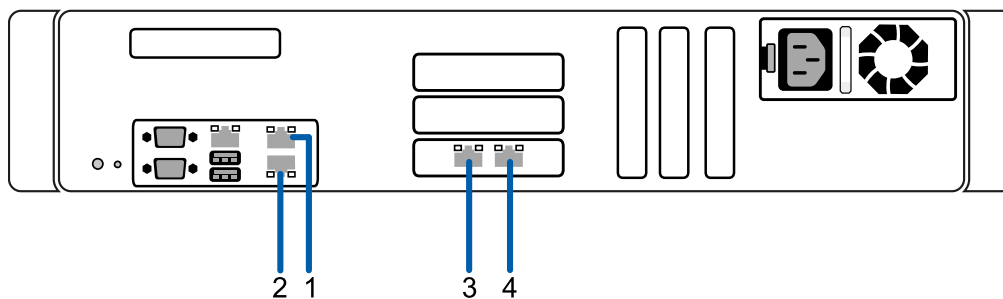
- Keep incoming (recording) traffic and outgoing (client) traffic isolated on different networks using different IP subnets or VLANs.
- Every network port used on the NVR must be configured into unique IP subnets.
- Only one network port on the NVR (typically the client network port) must be configured with a default gateway IP address. The remaining network ports must only be configured with the IP address and subnet mask.
- When possible, attempt to equally distribute incoming (recording) traffic across all network ports, IP subnets, or VLANs being used. The Avigilon System Design Tool can estimate traffic coming from groups of cameras.

The following table shows the recommended number of network interfaces for a given recording and client throughput.

Recording Network Interfaces Required	Client Network Interfaces Required	Recording Throughput	Client Recorded Playback Throughput (Or Live Throughput)
One 1 GbE	One 1 GbE	Up to 250 Mbps	Up to 450 Mbps
Two 1 GbE	One 1 GbE	Up to 450 Mbps	Up to 450 Mbps
Three 1 GbE	One 1 GbE	Up to 700 Mbps	Up to 450 Mbps

Network Interface Connections

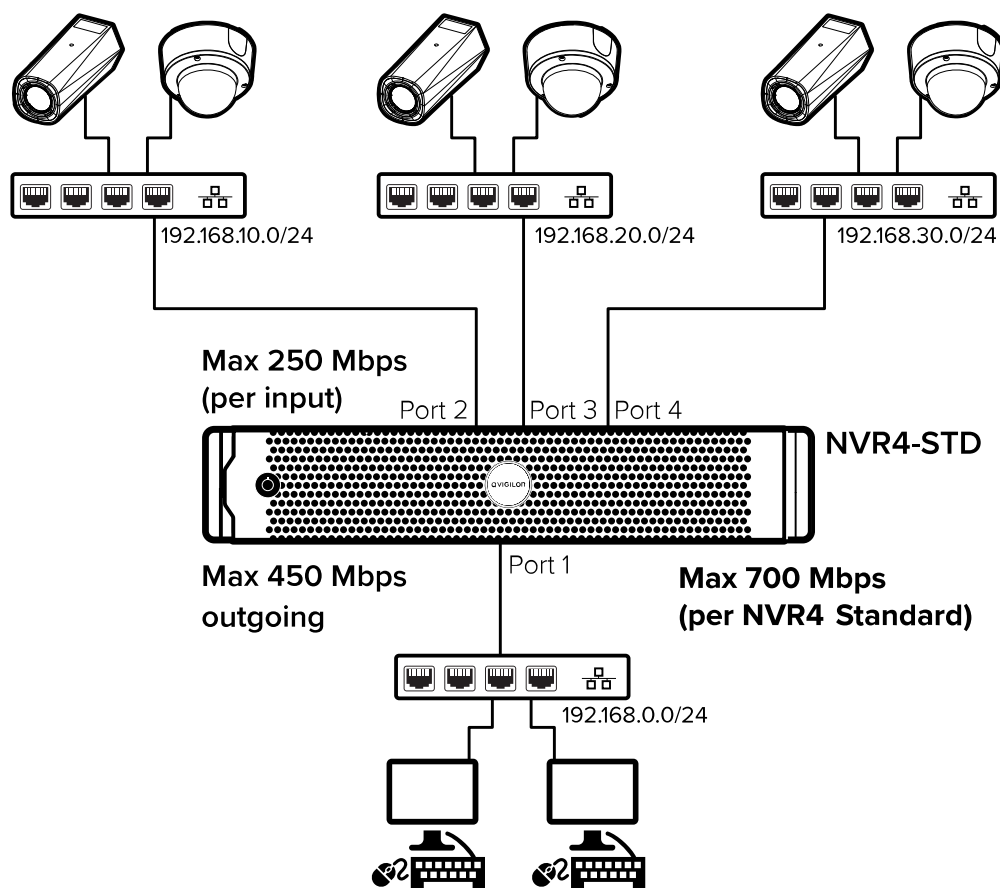
- It is recommended to use network ports three and four first for recording traffic. Ports one and two share the same network controller hardware and should be primarily used for client traffic, but one of them can be used for recording traffic if needed.



Sample Network Topologies

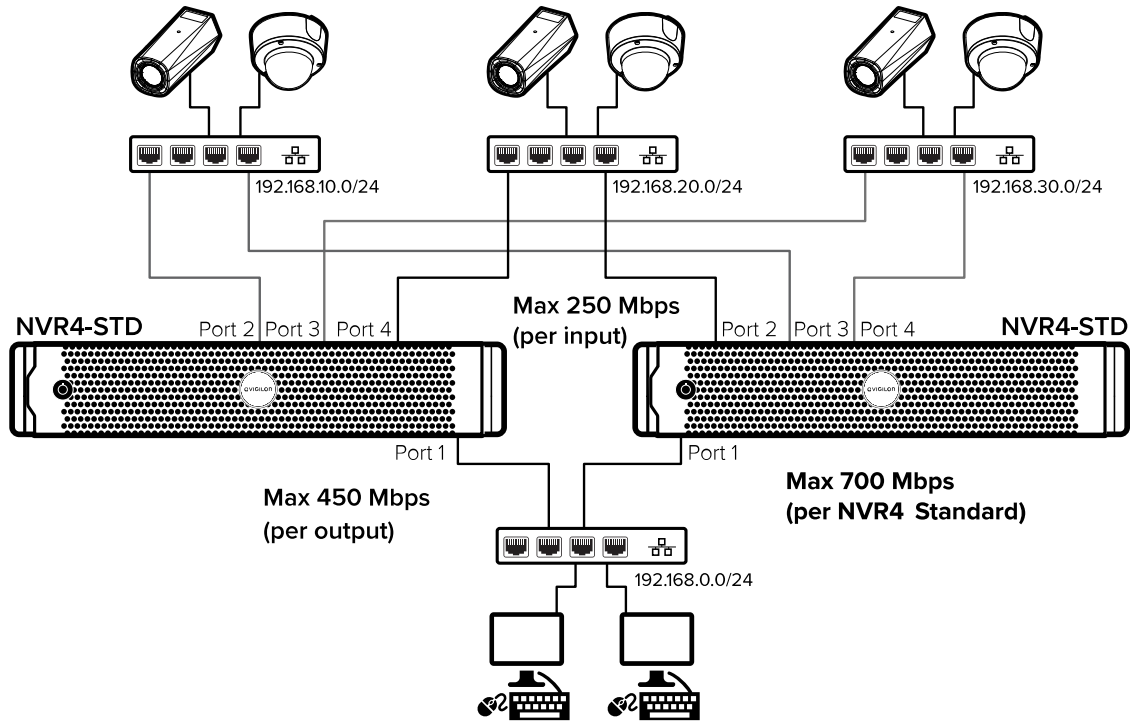
Network Topology with 1 NVR4 Standard

Suitable for sites with less than 700 Mbps of recording throughput. This simple deployment does not provide any network redundancy.



Network Topology with Multiple NVR4 Standard

Suitable for deployments that require network redundancy. Connecting multiple NVR4s (n NVRs) through the same IP subnet will ensure that cameras will continue to record in the event that a single NVR fails. Primary and secondary NVR4s can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR.



NVR4X Premium

NVR4X Premium has extremely high storage density and performance. It is designed for exceptional performance with two 10-GbE and up to six 1-GbE Network ports, that support up to 2.1 Gbps of total throughput when all network ports are used. NVR4X Premium comes with Avigilon Appearance Search technology and secondary power supplies built-in. Additionally, it can easily be upgraded to take advantage of secondary power supplies, fiber-optic connections, and additional CPUs.

The NVR4X Premium is available with Windows Server 2016 and can be upgraded to Windows Server 2019 with an optional OS upgrade kit (NVR4-S19-COA).

The NVR4X Premium is designed for exceptional performance, supporting up to 2.1 Gbps of total throughput, with:

- Two 10-GbE and four 1-GbE Network ports - NVR4X-PRM-192/217TB
- Two 10-GbE and six 1-GbE Network ports - NVR4X-PRM-64/96/128/157TB

Network Architectures

- Avoid cascading switches as this will reduce fault tolerance and may create network bottlenecks.
- Having multiple layers of switches on a critical path increases the chances that a single switch failure can sever the connection to a large group of cameras.

Network Environment

- Keep incoming (recording) traffic and outgoing (client) traffic isolated on different networks using different IP subnets or VLANs.
- Every network port used on the NVR4X Premium must be configured into unique IP subnets.
- Only one network port on the NVR4X Premium (typically the client network port) must be configured with a default gateway IP address. The remaining network ports must only be configured with the IP address and subnet mask.
- When possible, attempt to equally distribute incoming (recording) traffic across all network ports, IP subnets or VLANs being used. The Avigilon System Design Tool can estimate traffic coming from groups of cameras.
- If you have multiple VLANs on an edge switch, ensure that the trunk back to the core is appropriately configured to handle multiple VLAN traffic.
- On 10 GbE networks, both 10-GbE ports should be used on the NVR4X Premium:
 - For fault tolerance, connect both 10-GbE network ports to the same switch with NIC teaming in fault tolerance mode. Note that this configuration will reduce the maximum recording throughput to 1250 Mbps.
 - For maximum recording throughput, connect each 10-GbE network port to a separate switch and IP subnet or VLAN. This configuration maximizes the total recording throughput up to 1500 Mbps (with max 1250 Mbps per port).

The following table shows the recommended number of network interfaces for a given recording and client

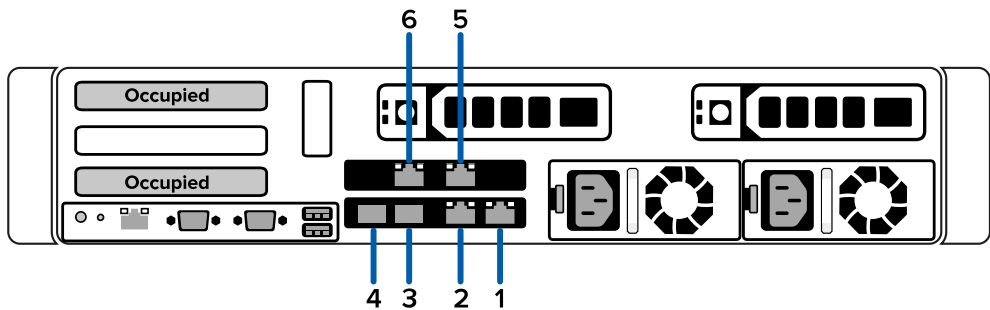
throughput.

Recording Network Interfaces Required	Client Network Interfaces Required	Recording Throughput	Client Recorded Playback Throughput (Or Live Throughput)
One or two 1 GbE	One 1 GbE	Up to 600 Mbps	Up to 600 Mbps
Three 1 GbE	One 1 GbE	Up to 700 Mbps	Up to 600 Mbps
One 10 GbE	One 1 GbE	Up to 1250 Mbps	Up to 600 Mbps
Two 10 GbE	Two 1 GbE	Up to 1500 Mbps (max 1250 Mbps per port)	Up to 600 Mbps

Network Interface Connections

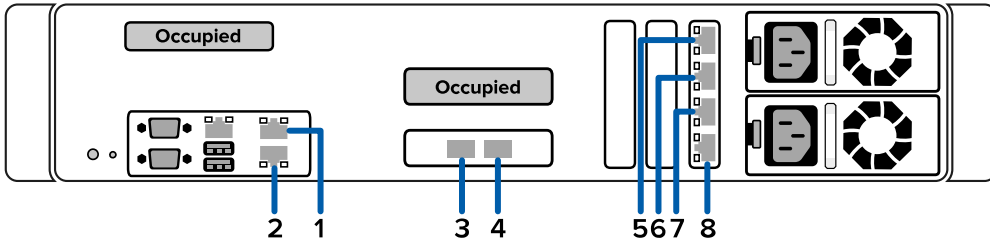
NVR4X Premium (192/217 TB)

- It is recommended to use network ports three and four for recording traffic.
- It is recommended to use network ports one, two, five and six for client traffic or lower throughput recording traffic.



NVR4X Premium (64/96/128/157 TB)

- It is recommended to use network ports three and four for recording traffic.
- It is recommended to use network ports one, two, five, six, seven and eight for client traffic or lower throughput recording traffic.

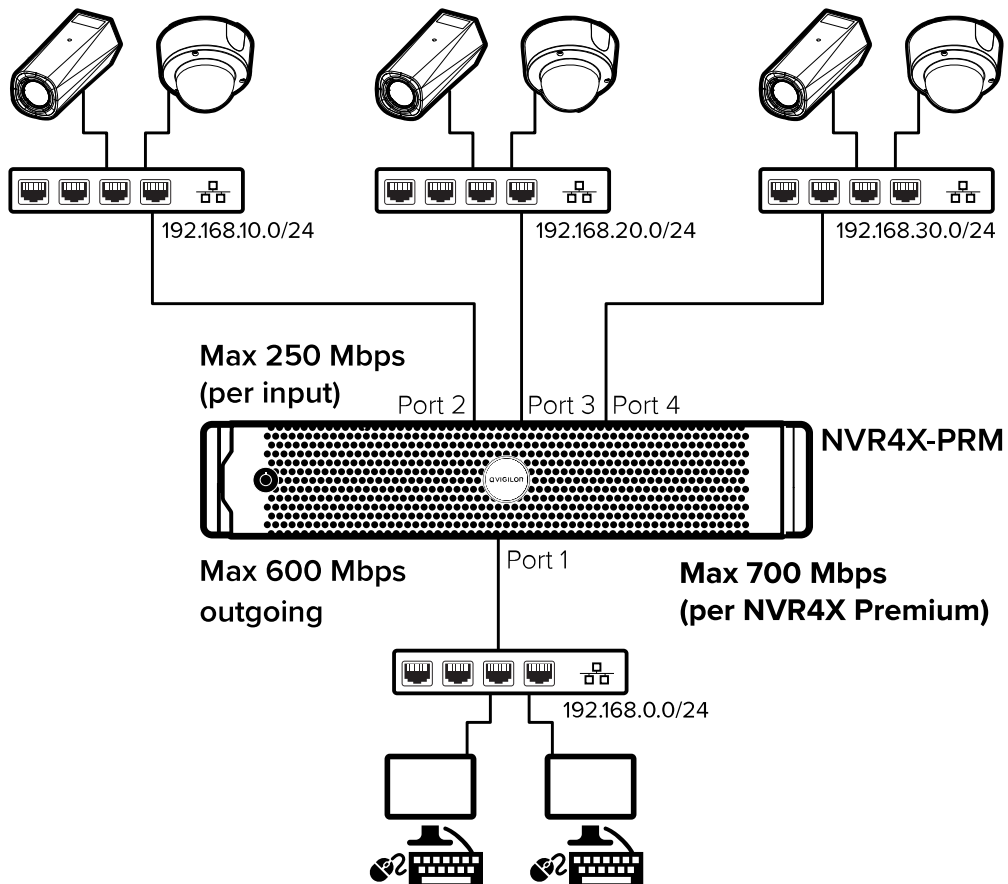


Sample Network Topologies

1-GbE Networking

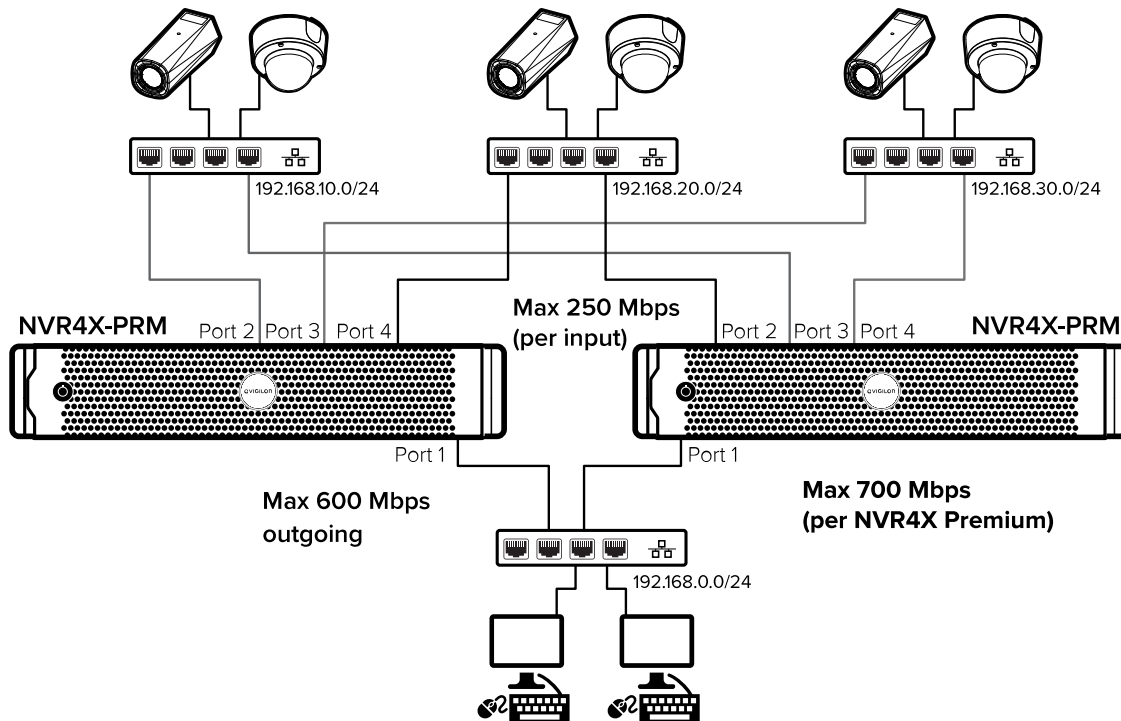
1-GbE Network Topology with 1 NVR4X Premium

Suitable for sites using 1-GbE networking with less than 700 Mbps of recording throughput. This simple deployment does not provide any network redundancy.



1-GbE Network Topology with Multiple NVR4X Premium

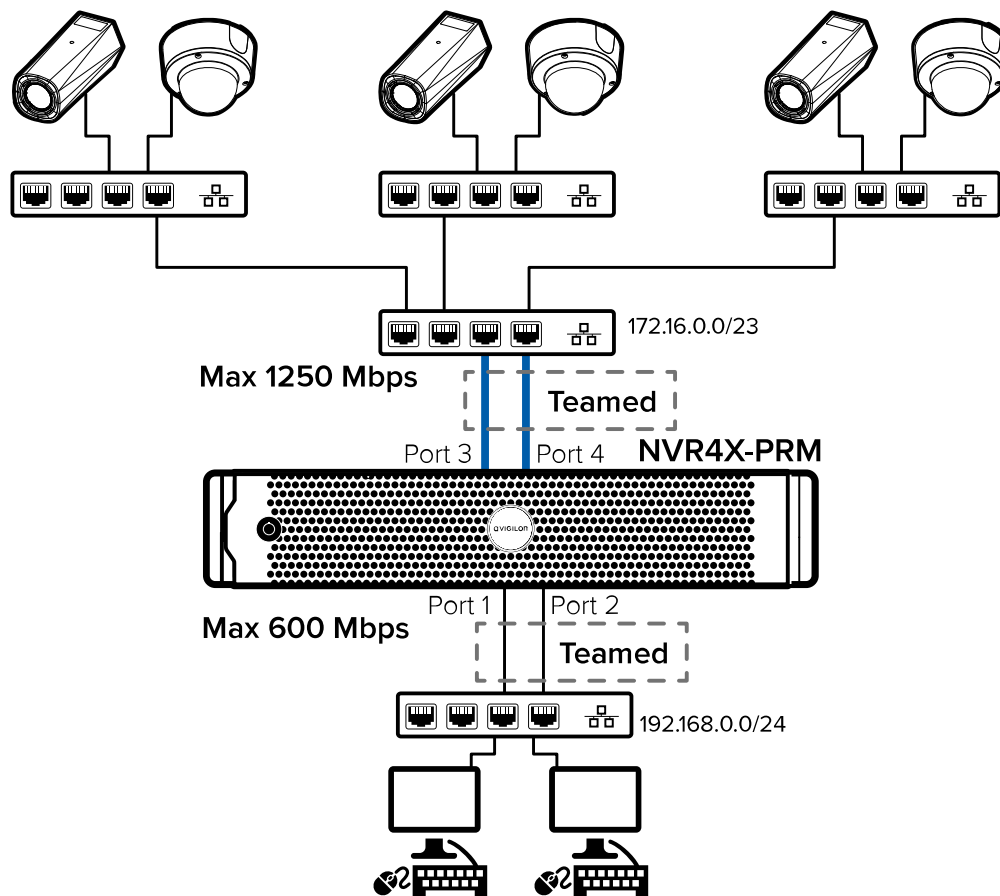
Suitable for deployments using 1-GbE Networking that require network redundancy. Connecting multiple NVR4Xs (n NVRs) through the same switch will ensure that cameras will continue to record in the event that a single NVR fails. Primary and secondary NVR4Xs can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR.



10-GbE Networking

10-GbE Network Topology with 1 NVR4X Premium

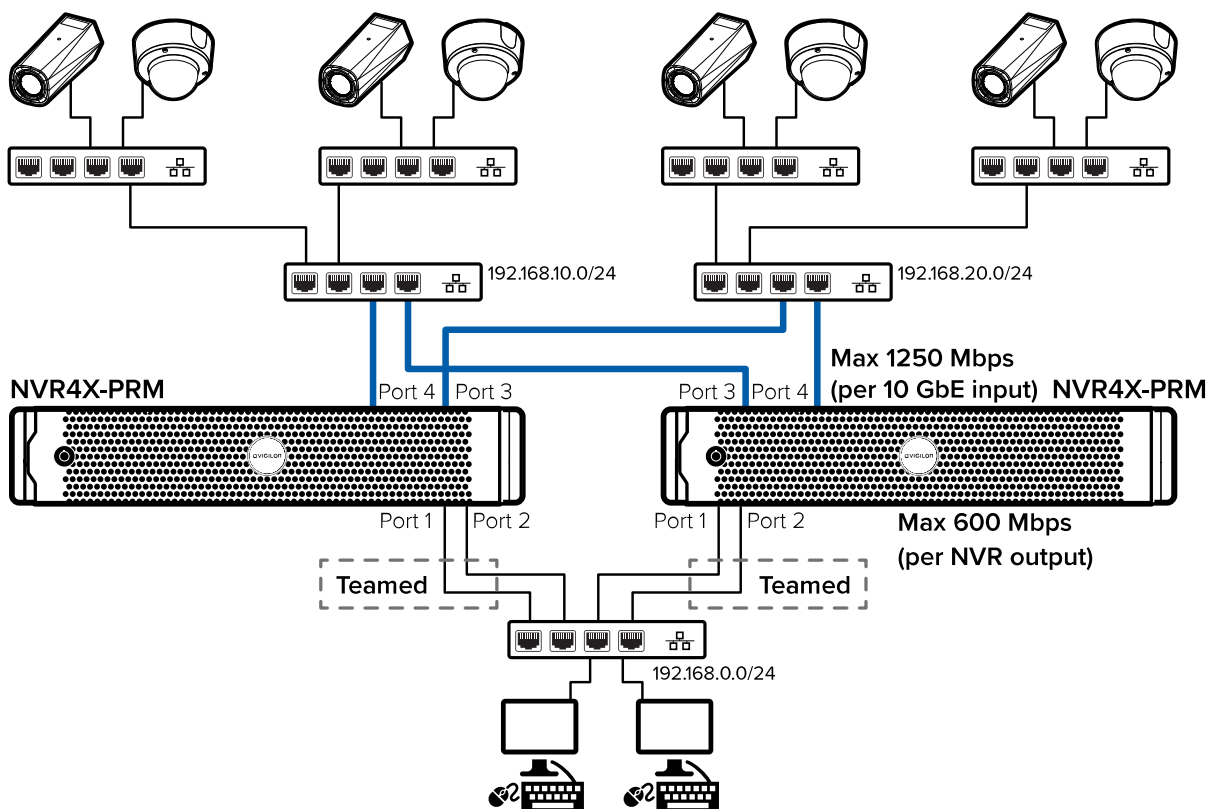
Suitable for sites using 10-GbE networking with less than 1250 Mbps of recording throughput with two 10-GbE network ports configured to one NIC team. This simple deployment provides redundancy in the event that one 10-GbE network port on the NVR4X Premium fails. See *NIC Teaming Overview* on page 35 for steps on how to set up NIC teaming in fault tolerant mode.



10-GbE Network Topology with Multiple NVR4X Premium

Suitable for deployments using 10-GbE Networking that require network redundancy. Connecting multiple NVR4Xs (n NVRs) through the same switch will ensure that cameras will continue to record in the event that a single NVR fails. Primary and secondary NVR4Xs can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR. Additionally the use of NIC teaming on the playback ports provides redundancy in the event that one network port on the NVR4X Premium fails. See *NIC Teaming Overview* on page 35 for steps on how to set up NIC teaming in fault tolerant mode.

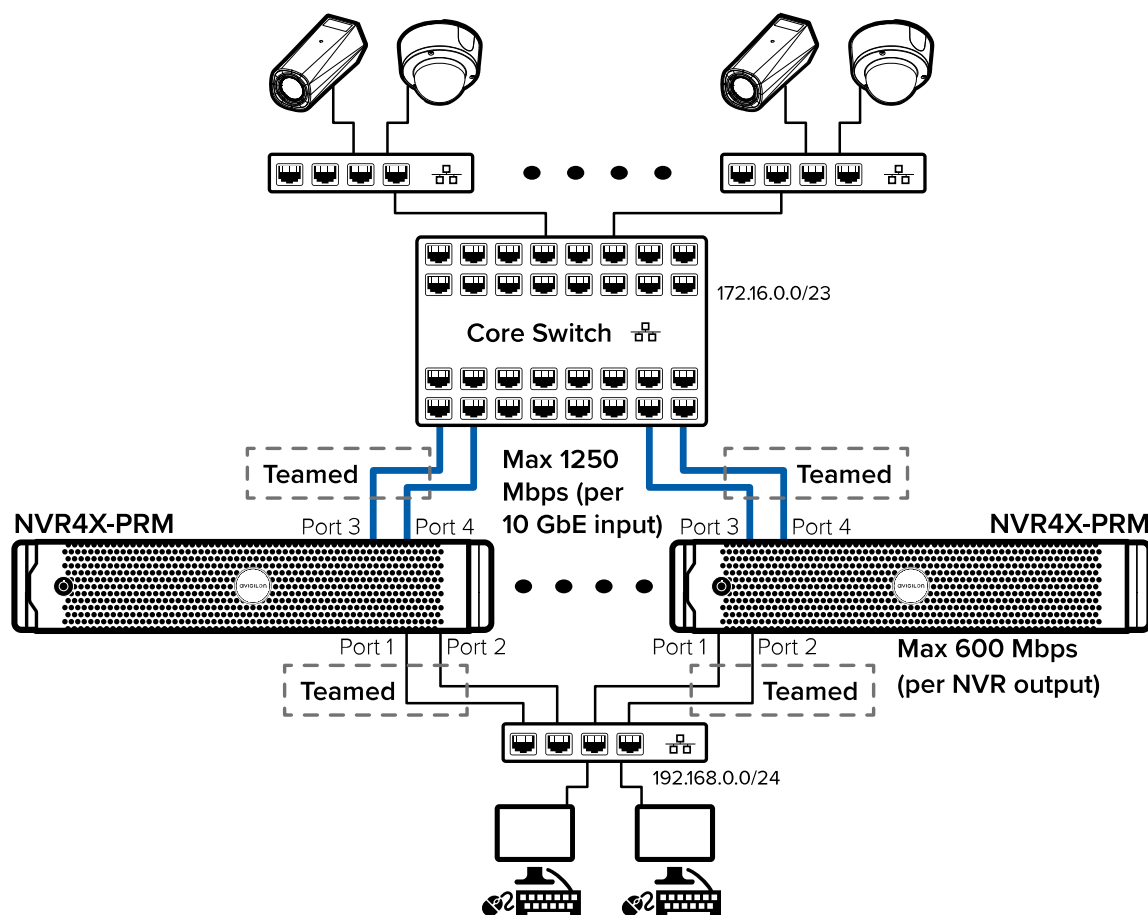
Note: NIC teaming is not used on the recording ports, as more robust redundancy can be achieved by using two switches.



Enterprise Networking

Enterprise Network Topology with Multiple NVR4X Premium

Suitable for deployments using 10-GbE networking that require robust network redundancy. An enterprise level core switch is used to simplify network connections with multiple NVR4Xs (n NVRs). Primary and secondary NVR4Xs should be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR. Additionally the use of NIC teaming on the recording and playback ports provides redundancy in the event that one network port on the NVR4X Premium fails. See *NIC Teaming Overview* on page 35 for steps on how to set up NIC teaming in fault tolerant mode.



NVR4 Premium

NVR4 Premium has extremely high storage density and performance. It is designed for exceptional performance with two 10-GbE and two 1-GbE Network ports, that support up to 2.1 Gbps of total throughput when all network ports are used. NVR4 Premium comes with Avigilon Appearance Search technology and secondary power supplies built-in. Additionally, it can easily be upgraded to take advantage of secondary power supplies, fiber-optic connections, and additional CPUs.

The NVR4 Premium is available with Windows Server 2016 and can be upgraded to Windows Server 2019 with an optional OS upgrade kit (NVR4-S19-COA).

Network Architectures

- Avoid cascading switches as this will reduce fault tolerance and may create network bottlenecks.
- Having multiple layers of switches on a critical path increases the chances that a single switch failure can sever the connection to a large group of cameras.

Network Environment

- Keep incoming (recording) traffic and outgoing (client) traffic isolated on different networks using different IP subnets or VLANs.
- Every network port used on the NVR4 Premium must be configured into unique IP subnets.
- Only one network port on the NVR4 Premium (typically the client network port) must be configured with a default gateway IP address. The remaining network ports must only be configured with the IP address and subnet mask.
- When possible, attempt to equally distribute incoming (recording) traffic across all network ports, IP subnets or VLANs being used. The Avigilon System Design Tool can estimate traffic coming from groups of cameras.
- If you have multiple VLANs on an edge switch, ensure that the trunk back to the core is appropriately configured to handle multiple VLAN traffic.
- On 10 GbE networks, both 10-GbE ports should be used on the NVR4 Premium:
 - For fault tolerance, connect both 10-GbE network ports to the same switch with NIC teaming in fault tolerance mode. Note that this configuration will reduce the maximum recording throughput to 1250 Mbps.
 - For maximum recording throughput, connect each 10-GbE network port to a separate switch and IP subnet or VLAN. This configuration maximizes the total recording throughput up to 1500 Mbps (with max 1250 Mbps per port).

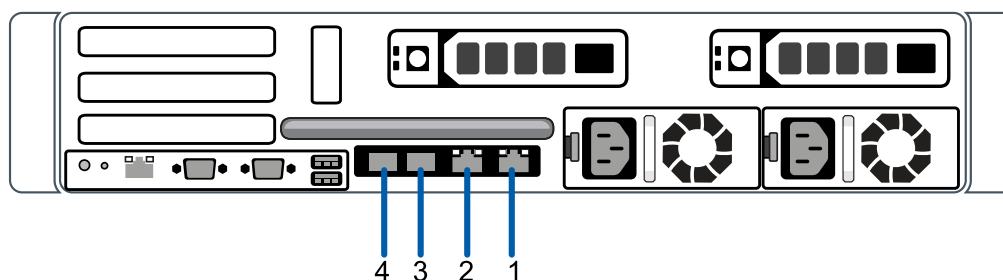
The following table shows the recommended number of network interfaces for a given recording and client throughput.

Recording Network Interfaces Required	Client Network Interfaces Required	Recording Throughput	Client Recorded Playback Throughput (Or Live Throughput)
One or two 1 GbE	One 1 GbE	Up to 600 Mbps	Up to 600 Mbps
One 10 GbE	One 1 GbE	Up to 1250 Mbps	Up to 600 Mbps
Two 10 GbE	Two 1 GbE	Up to 1500 Mbps (max 1250 Mbps per port)	Up to 600 Mbps

Network Interface Connections

NVR4 Premium

- It is recommended to use network ports three and four for recording traffic.
- It is recommended to use network ports one and two for client traffic or lower throughput recording traffic.

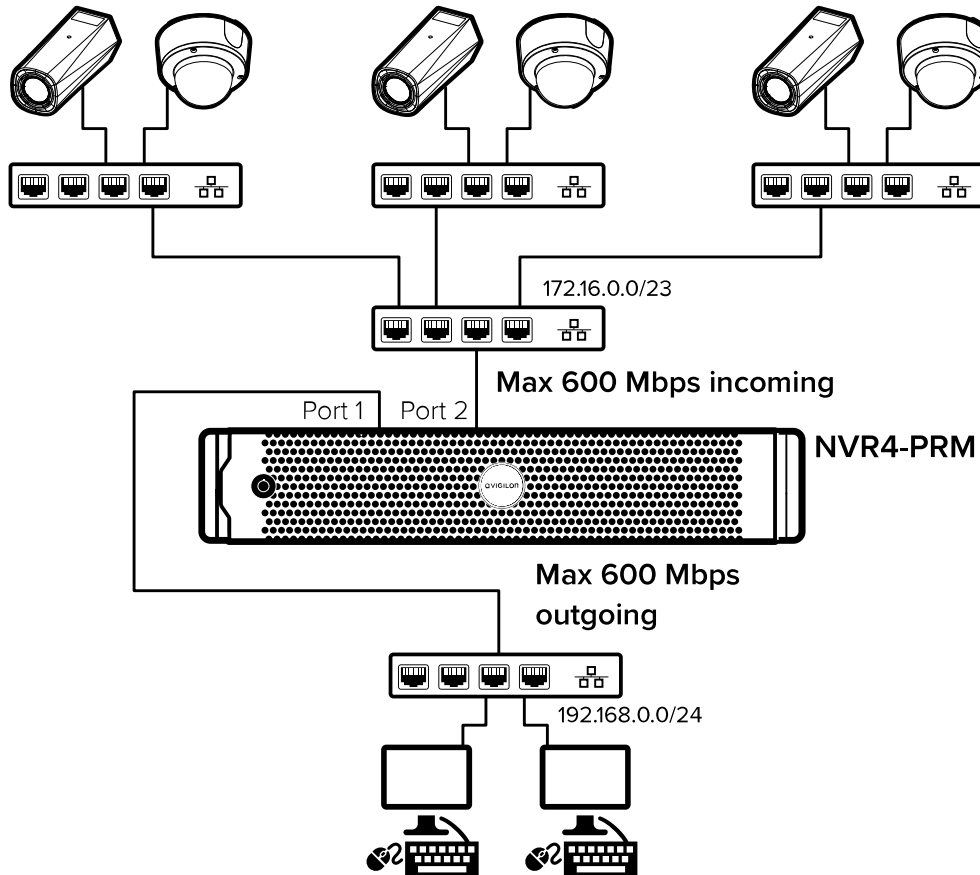


Sample Network Topologies

1-GbE Networking

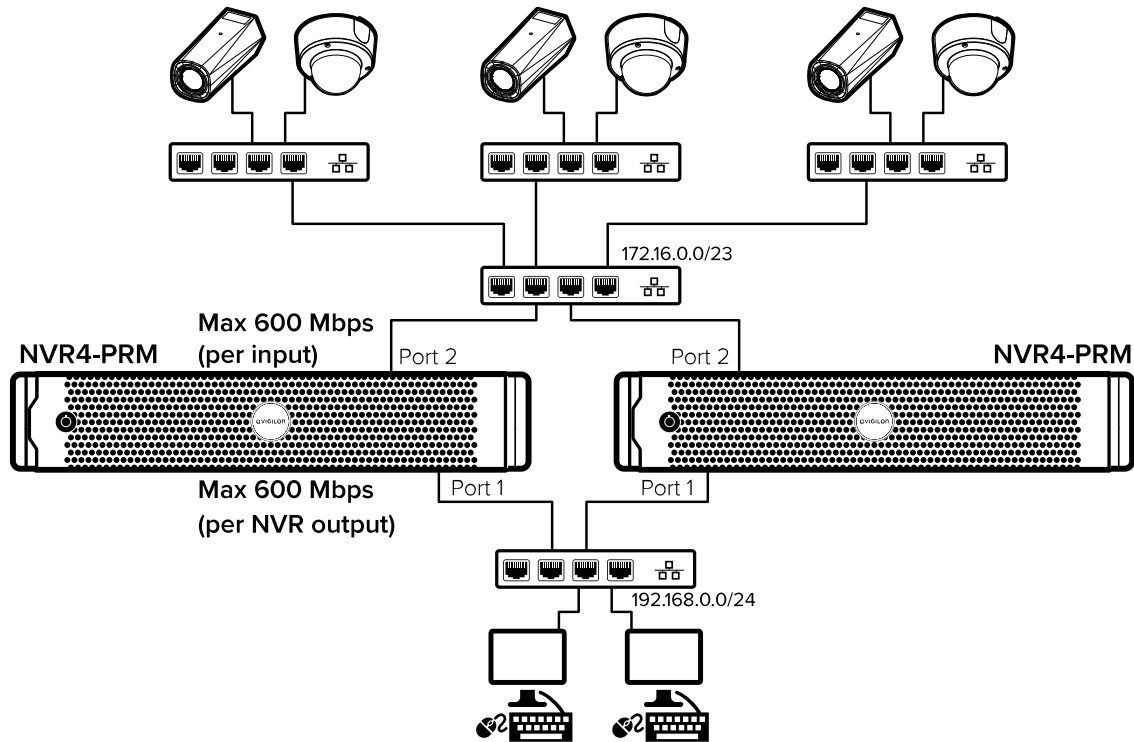
1-GbE Network Topology with 1 NVR4 Premium

Suitable for sites using 1-GbE networking with less than 600 Mbps of recording throughput. This simple deployment does not provide any network redundancy.



1-GbE Network Topology with Multiple NVR4 Premium

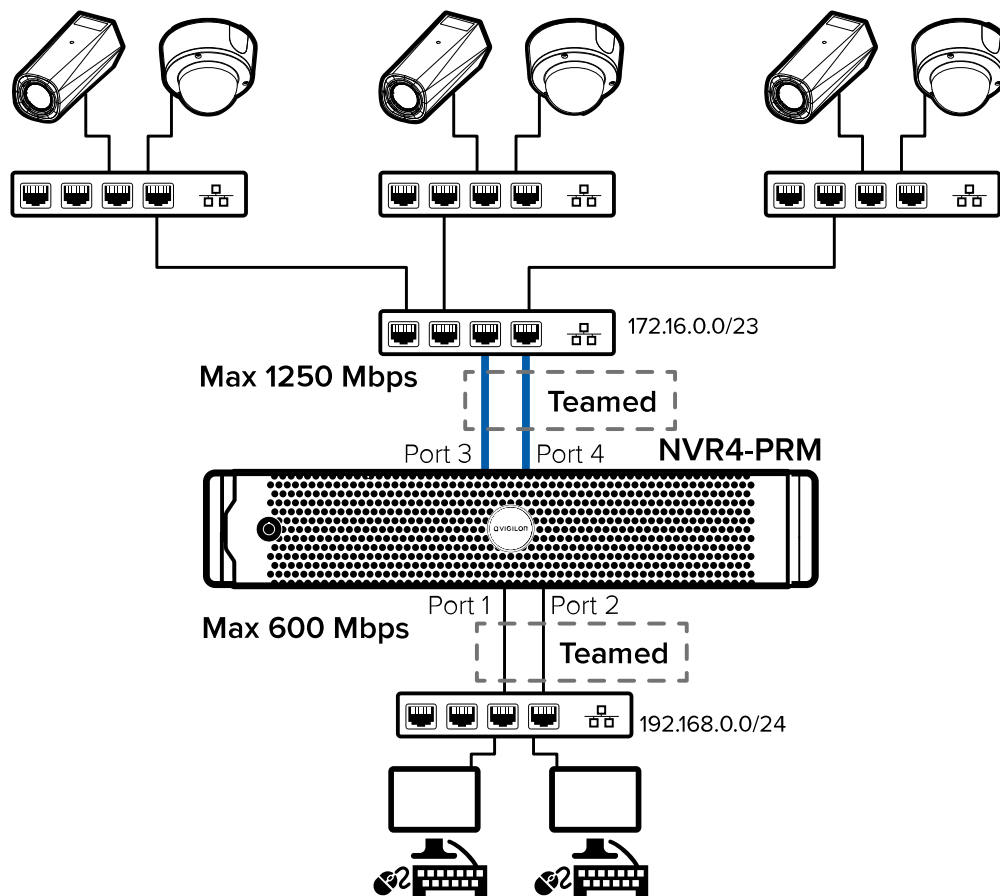
Suitable for deployments using 1-GbE Networking that require network redundancy. Connecting multiple NVR4s (n NVRs) through the same switch will ensure that cameras will continue to record in the event that a single NVR fails. Primary and secondary NVR4s can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR.



10-GbE Networking

10-GbE Network Topology with 1 NVR4 Premium

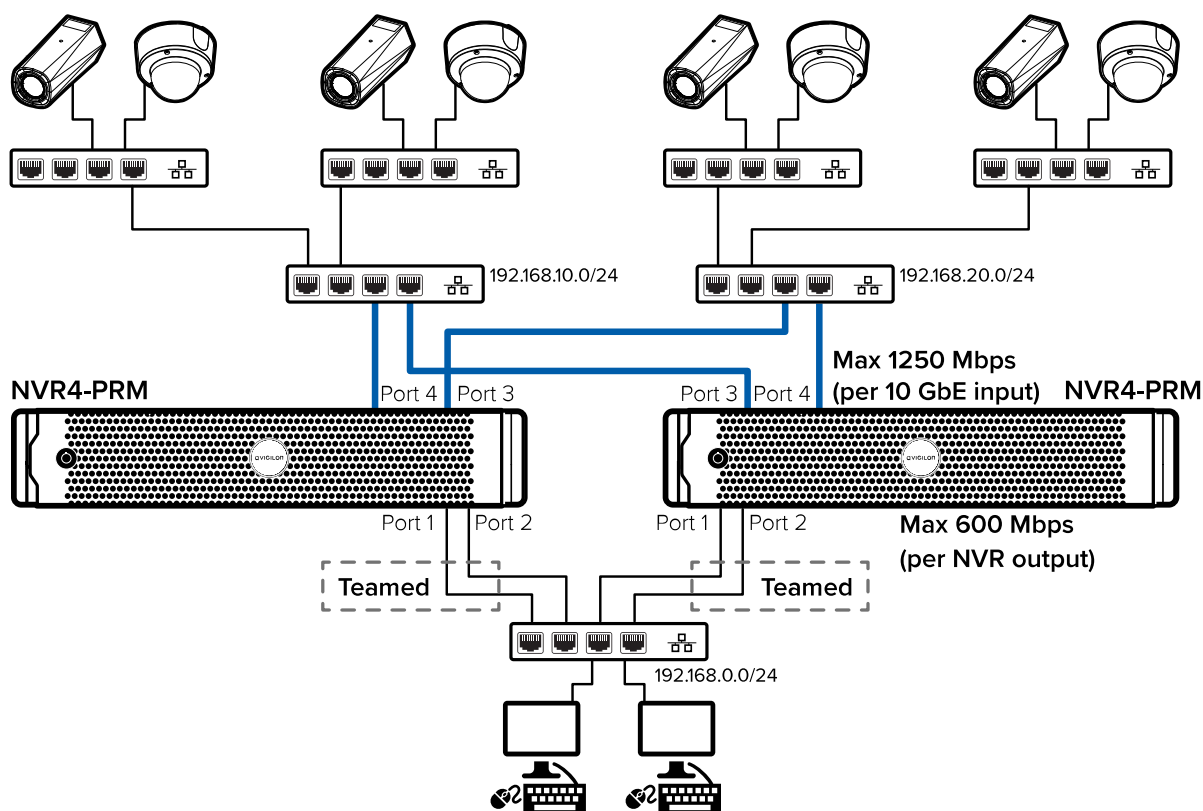
Suitable for sites using 10-GbE networking with less than 1250 Mbps of recording throughput with two 10-GbE network ports configured to one NIC team. This simple deployment provides redundancy in the event that one 10-GbE network port on the NVR4 Premium fails. See *NIC Teaming Overview* on page 35 for steps on how to set up NIC teaming in fault tolerant mode.



10-GbE Network Topology with Multiple NVR4 Premium

Suitable for deployments using 10-GbE Networking that require network redundancy. Connecting multiple NVR4s (n NVRs) through the same switch will ensure that cameras will continue to record in the event that a single NVR fails. Primary and secondary NVR4s can be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR. Additionally the use of NIC teaming on the playback ports provides redundancy in the event that one network port on the NVR4 Premium fails. See *NIC Teaming Overview* on page 35 for steps on how to set up NIC teaming in fault tolerant mode.

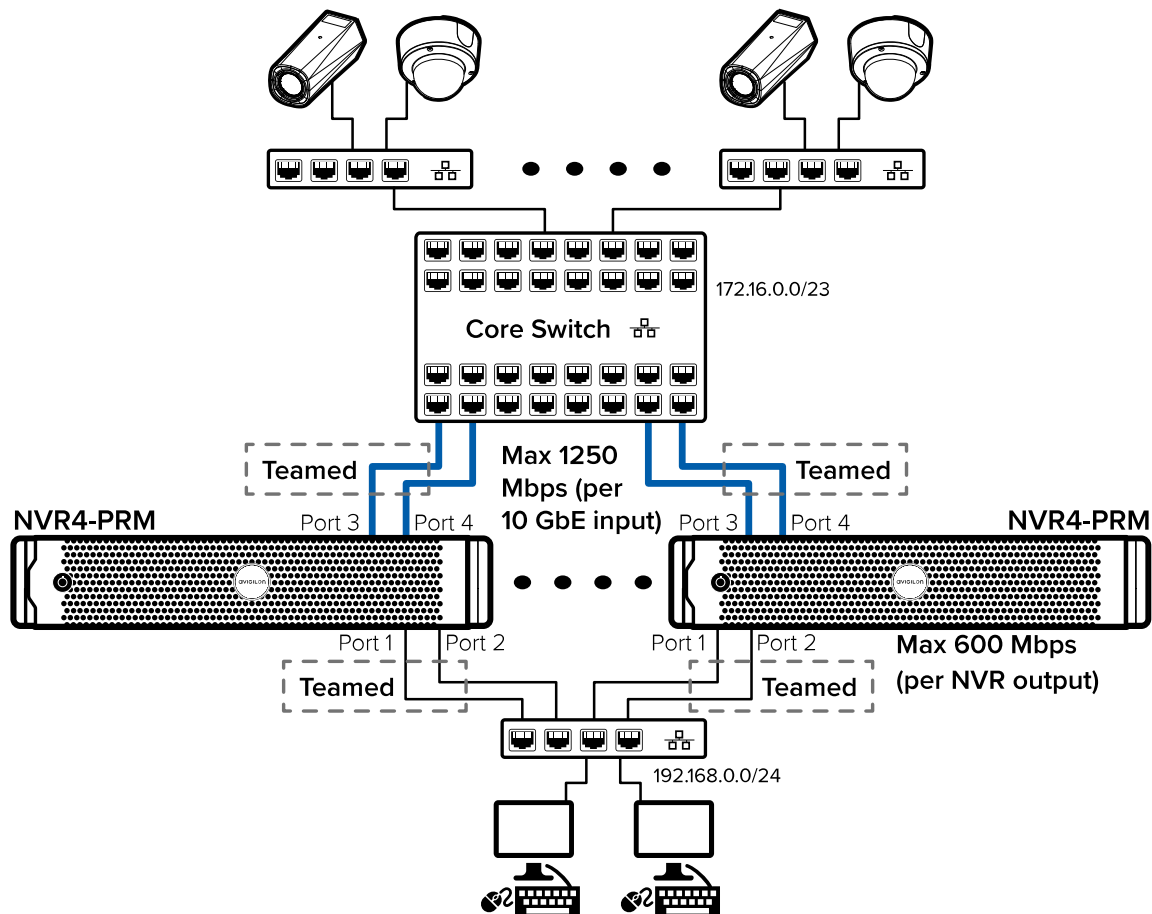
Note: NIC teaming is not used on the recording ports, as more robust redundancy can be achieved by using two switches.



Enterprise Networking

Enterprise Network Topology with Multiple NVR4 Premium

Suitable for deployments using 10-GbE networking that require robust network redundancy. An enterprise level core switch is used to simplify network connections with multiple NVR4s (n NVRs). Primary and secondary NVR4s should be set up for each camera from within the ACC system. When deploying this solution, ensure that $1/n$ of each NVR's throughput is available to take over traffic from cameras that have been disconnected from their primary NVR. Additionally the use of NIC teaming on the recording and playback ports provides redundancy in the event that one network port on the NVR4 Premium fails. See *NIC Teaming Overview* on page 35 for steps on how to set up NIC teaming in fault tolerant mode.



Deploying an Avigilon AI Appliance

AI Appliance and NVR Interoperability Considerations

- Video analytic processing on the Avigilon AI Appliance will source live video from enabled cameras through the NVRs in the site (note the video streaming is not direct from a camera). From a NVR throughput performance perspective, this video streaming is equivalent to ACC Client live streaming and does not degrade or consume NVR camera recording capacity.
- Upgrades, restarts and other outages on the Avigilon AI Appliance will not affect NVR video recording and will not interrupt camera to NVR connections. The only result of an outage will be gaps in analytic events, metadata and appearance search results for searches within the outage window. Expect the following when an Avigilon AI Appliance fails:
 - Motion recording will stop for non-analytic cameras that are configured for classified object motion detection and not configured for pixel motion detection.
 - Rules and alarms related to analytic events for cameras linked to the AI appliance will not trigger, and will not display on the Focus of Attention tab.
- Recorded video analytic and appearance search data is persisted on the NVR and will be retained on the NVR even after the AI Appliance is removed. Archives from the NVR will also contain this data.
- **At initial setup time, the ACC Client PC must be on a network with connectivity to the AI Appliance and the ACC site. Once the AI Appliance has joined the ACC site, this is no longer a requirement.**

Network Architectures

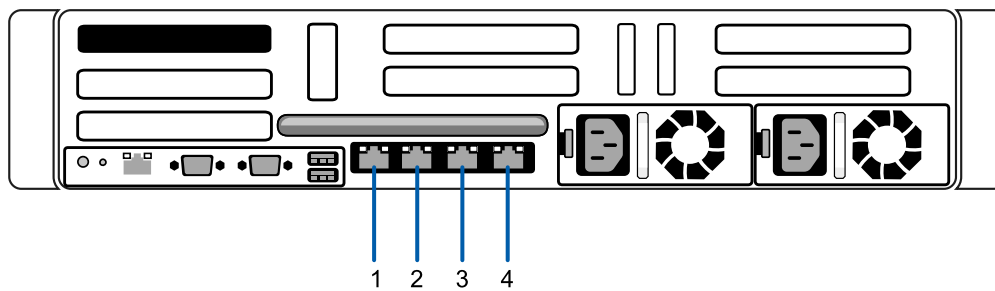
- Enabling n cameras with AI Appliance video analytic processing will result in n video live streams between the NVR and AI Appliance.

E.g. Enabling video analytic processing on 50 x 2 Mbps cameras will result in at most 50 x 2 Mbps live streams from the NVR to AI Appliance. This bandwidth may be reduced for HDSM SmartCodec™ enabled cameras.

- The AI Appliance sends analytics data to connected NVRs. This traffic has a negligible network load (less than 100 Kbps per enabled camera).
- The AI Appliance must be installed with network connectivity to all ACC Site member NVRs and does not require network connectivity to cameras.
- To limit cross-network traffic, it is preferable that the AI Appliance is co-located with the ACC NVRs connected to the cameras on which the AI Appliance will be performing video analytic processing.
- The AI Appliance will still function well in non co-located deployments given sufficient network throughput and reasonable latency between NVR and AI Appliance.

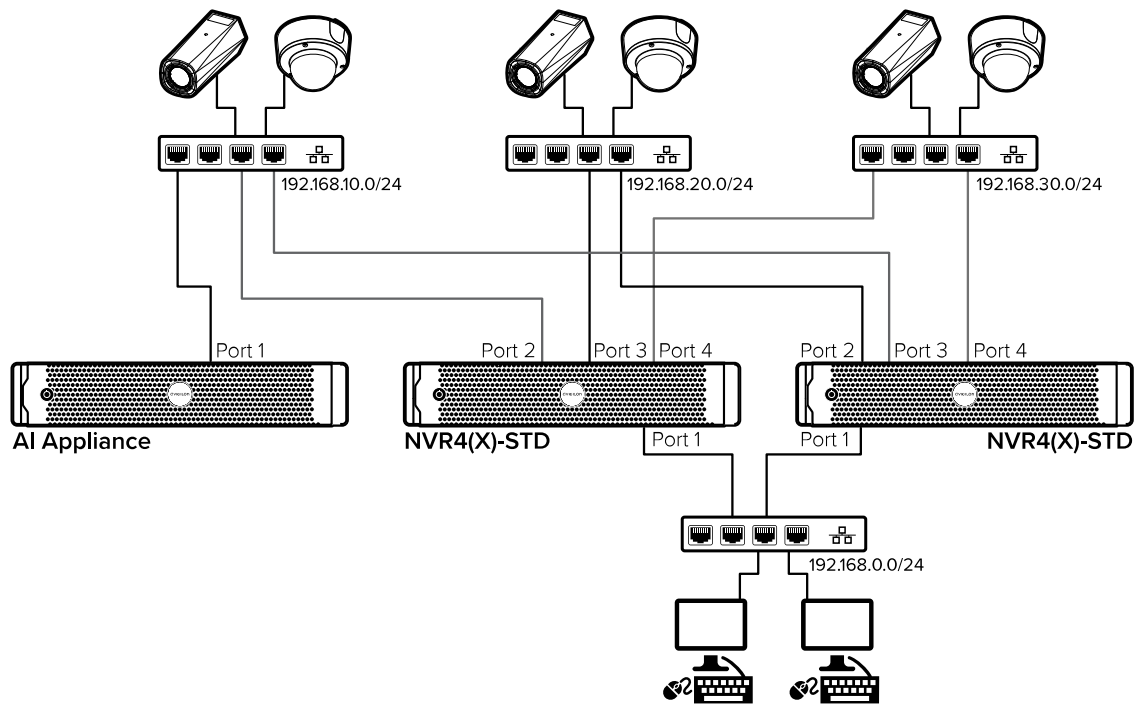
Network Interface Connections

The Avigilon AI Appliance requires only a single network connection to handle its rated 600 Mbps of video analytics processing throughput. However, up to 4 network interfaces are available to accommodate advanced site networking deployments and traffic segmentation and distribution in the future.



Sample Network Topologies

AI Appliance Networking



NIC Teaming Overview

Note: The NIC teaming described in this section applies to the NVR4 and NVR4X windows-based NVRs. For more information on NIC teaming with AI NVRs, see *NIC Teaming on AI NVR Value* on page 4 or *NIC Teaming on AI NVR Standard* on page 8.

NIC teaming in fault tolerance mode is currently supported on NVR4(X) Premium. It is handled at the NVR level through Windows Server 2016. Refer to the following sections to set it up.

Introduction

Purpose

The purpose of this document is to provide an overview of the switch independent, active/standby Network Interface Controller (NIC) teaming strategy and its configuration details as recommended by Avigilon for the fourth-generation NVR Premium.

Scope

This overview discusses the benefits, setup details, expected behavior, and the limitations that arise when implementing the switch independent, active/standby NIC teaming strategy. This NIC teaming strategy is used with the intent of providing redundancy when the NVR is connected to two segmented networks or subnets with one camera network and one client network.

Note: NIC teams that provide bandwidth aggregation require switch-side configuration. These types of network topologies are not supported and are outside the scope of this document.

Audience

This document is intended to be used by installers who want to set up their NVR with the switch independent, active/standby NIC teaming configuration.

Design and Implementation

Link Aggregation Overview

Link aggregation is used to configure more than one physical NIC into a single logical group that behaves as if it were a single NIC. The logical group has its own modified IP address, but it uses the MAC address of a group member. The native implementation of link aggregation in Windows Server 2016 is called NIC teaming.

When NIC teaming is aggregated using a suitable configuration, it can provide one or both of the following benefits:

- Failover during NIC failure → Increased availability
- Increased performance → Load sharing and bandwidth aggregation

In Windows Server 2016, to configure NIC teaming to allow bandwidth aggregation requires switch-side configuration as well.

Recommended Strategy

The NIC teaming strategy supported on the NVR provides failover during NIC failure. Bandwidth aggregation is not a requirement.

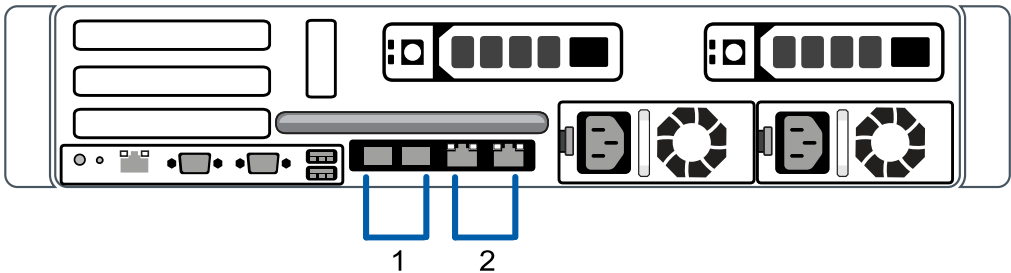
To implement this strategy, configure the NIC teaming to be switch independent, active/standby:

- Switch independent means that the NIC team is not confined to one switch and switch-side configuration is not required, allowing for a wider range of possible network topologies. In Windows Server 2016, this strategy assumes that teams will have exactly two essential NICs.
- Active/standby means that the NIC team operates with one NIC active and all other team members in standby mode. The active NIC serves all traffic for the NIC team, while those in standby mode transfer no data.

This strategy requires only configuration done in Windows.

Port Configuration

The NVR Premium has two 10GbE ports and two 1GbE ports, for a total of four NICs. The recommended server NIC teaming configuration uses two NIC teams: two 10GbE NICs in one team and two 1GbE NICs in the other team. Both teams are configured in a similar way. A sample topology using this strategy is outlined below:



NIC Team	Team Name	Network Segment
1	10GbE NIC Team	Camera Network (incoming data)
2	1GbE NIC Team	Client Network (outgoing data)

Note: Combining one or more 10GbE NICs in a team with one or more 1GbE NICs will limit the speed of the teamed 10GbE NICs to match the speed of the 1GbE NICs. A requirement for NIC teaming is that all NICs have to be of the same speed.

Failover Behavior and Limitations

Upon failure of the active NIC, network traffic will failover to the standby NIC and data transfer interruption

will be mitigated. The described NIC teaming configuration will provide redundancy in the event that a NIC fails or in the event that one NIC per connected network segment fails.

During a failover event, data transfer is taken over immediately by the standby NIC with minimal packet loss. When the active NIC resumes functioning, it carefully takes over data transfer from the standby NIC with no packet loss.

The IP address of the NIC team is shared by all team members. During a failover event, Windows Server 2016 handles the hand-off of the NIC team IP address and MAC address assignment.

The following limitations arise when using this NIC teaming configuration:

- Bandwidth aggregation is not provided.
- Failure of two NICs on one network connection will result in a network interruption.
- Only two networks can be connected to the NVR using 1GbE and 10GbE ports.
- The server will experience some packet loss during a failover event.

This NIC teaming topology is useful for providing NIC redundancy and graceful failover of network traffic in the event of a NIC failure. Other scenarios are not provided for this configuration.

Recommended Configuration Details

Use the Server Manager in Windows Server 2016 to configure the two NIC teams.

For the first NIC team, use the following configuration details when adding a new team:

Team name	10GbE NIC Team
Member adapters	NIC1. NIC2
Teaming mode	Switch Independent
Load balancing mode	Address Hash
Standby adapter	NIC2

For the second NIC team, use the following configuration details when adding a new team:

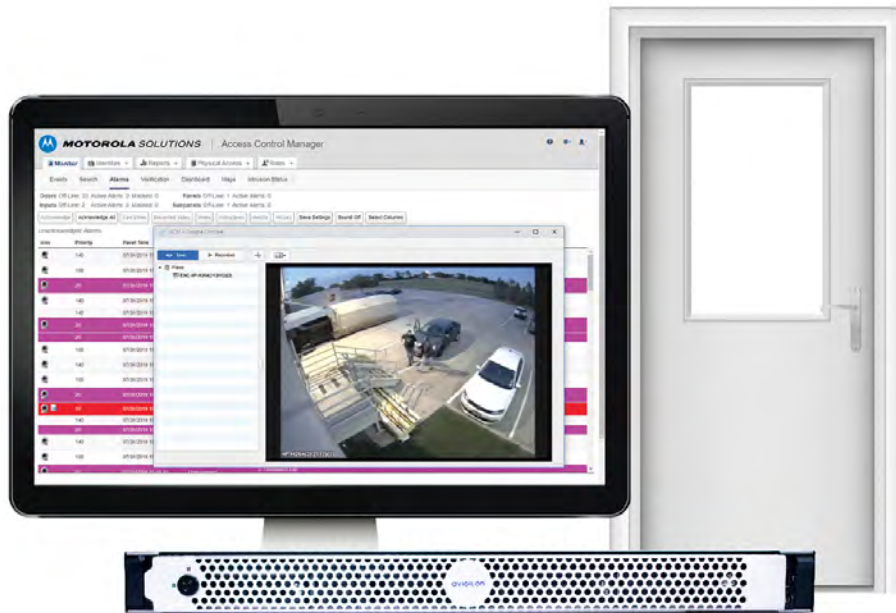
Team name	1GbE NIC Team
Member adapters	NIC3. NIC4
Teaming mode	Switch Independent
Load balancing mode	Address Hash
Standby adapter	NIC4

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Revision: 5 - EN
20210330

ACCESS CONTROL MANAGER™ 6 ENTERPRISE AND ENTERPRISE PLUS SYSTEMS

The Access Control Manager (ACM) Enterprise and Enterprise Plus systems are an IT-friendly Physical Access Control System (PACS) from Motorola Solutions for enterprise-class installations. It's a complete access solution that is designed to keep your focus on securing your people, property and assets, and maximizing your time by helping you respond immediately to alerts wherever you are. The ACM™ system is a browser-based solution that can integrate with existing IT/HR systems, minimizing the need for duplicate data entry. It comes with a full set of standard features that not only offer an intuitive and easy-to-use user interface, but will reliably safeguard your information.



FEATURES



OPEN ARCHITECTURE

Leverages open field hardware investments.



SCALABILITY

Scalable from one access door to thousands of doors per Enterprise appliance.



AUTO FAILOVER

Auto-failover capability enables seamless redundancy to keep critical security data safe.



TURNKEY SOLUTION

Powerful 1U rack mount chassis with pre-installed Access Control Manager software from Motorola Solutions.



DATA REPLICATION

Automatically synchronizes security data across all Enterprise/Enterprise Plus appliances in real-time.



EASY INTEGRATION WITH EXISTING SYSTEMS

Seamless integration with existing IT, logistical and physical security systems.

SPECIFICATIONS

SYSTEM	ENTERPRISE	ENTERPRISE PLUS
Processor	Intel® Xeon® E-2124 3.3GHz, 8M cache, 4C/4T, turbo (71W)	Intel Xeon E3-1270 v6 3.8GHz, 8M cache, 4C/8T, Turbo (72W)
Memory	1×8GB 2666MT/s DDR4 ECC UDIMM	32 GB (2 × 16GB), 2400MT/s DDR4 DIMMs, UDIMMs
Card Readers	16 - 400	16 - 2048
Inputs	5,060	10,120
Outputs	5,060	10,120
Max. Identities	250,000	500,000
Max. Controllers	1,024	1,024
Max. Simultaneous Operators	20	50
Max. Stored Events	150,000,000	150,000,000
Hard Disk Drive Configuration	1TB 7.2K RPM SATA 6Gbps 3.5in Cabled Hard Drive	4 × 480GB Solid State Drives, RAID5, 1.3TB effective storage
Transactions (60 minutes sustained)	50,000	150,000
Network Adapter Card	2 × 10/100/1000 Mbps Network Interface Controller (NIC) ports	2 × 10/100/1000 Mbps NIC ports
Remote Management	iDrac9 Basic	iDRAC 9 Enterprise

MECHANICAL		
Form Factor	1U rack-mount chassis	1U rack-mount chassis
Dimensions (HxWxD)	42.8 mm x 482.4 mm x 676.92 mm; 1.68" x 18.99" x 26.65"	42.8 mm x 482.4 mm x 677.3 mm; 1.68" x 18.99" x 26.66"
Weight	8.77 kg (19.32 lbs)	13.4 kg (29.54lb)
Cable Management	1U/2U Static Rails for 2-Post and 4-Post Racks	Dell ReadyRails Sliding Rails With Cable Management Arm

ELECTRICAL		
Power Input	90 to 264 VAC, 47-63 Hz	90 to 264 VAC, 47-63 Hz
Power Supply	Single non-redundant	Power supply redundancy: dual 350W Hot Plug
Power Consumption	250 W	350W

ENVIRONMENTAL	
Operating Temperature	10° C to 35° C (50° F to 95° F)
Storage Temperature	-40° C to 65° C (-40° F to 149° F)
Operating Humidity	10 - 80% Relative humidity (non-condensing)
Storage Humidity	5 - 95% Relative humidity (non-condensing)
Operating Vibration	0.26Grms at 5–350Hz for 15 minutes
Storage Vibration	1.88Grms at 10–500Hz for 15 minutes
Operating Shock	Six consecutively executed shock pulses in the positive and negative x, y, and z axis of 6 G for up to 11 ms.
Storage Shock	Six consecutively executed shock pulses in the positive and negative x, y, and z axis (one pulse on each side of the system) of 71 G for up to 2 ms.
Operating Altitude	-15.2 m (-50 ft) to 3048 m (10,000 ft)
Storage Altitude	-15.2 m (-50 ft) to 12,000 m (39,370 ft)

CERTIFICATIONS					
ACMA/C-Tick	BELLIS	BSMI	CE	CNCA/CCC	EAC
FCC	ICES	IECEE CB	INSM	KCC	KEBS
KSA ICCP	KUCAS	KVALITET	NEMKO	NRCS	NRTL
NYCE/NOM	OTAN-CKT	SABS	SCC	SII	SONCAP
STZ	TUV	UKRTEST/ UKRSERTCOMPUTER	VCCI		

SUPPORTED ACCESS CONTROL SOLUTIONS	SUPPORTED VIDEO INTEGRATION SOLUTIONS
HID® VertX EVO™ HID Global® HID PivCLASS® Mercury Security ASSA ABLOY Allegion Farpointe Data® EasyLobby® by HID LifeSafety Power® ViRDI Simons Voss Salto Elmdene	Avigilon Control Center™ Pelco VideoXpert® Exacq Technologies by Tyco Security Milestone Systems IndigoVision® Control Center Compass Decision Management System™

ORDERING INFORMATION

ORDERING INFORMATION	
AC-APP-16R-ENT2-6	Access Control Enterprise Appliance with 16 readers (can be upgraded to 400 readers)
AC-APP-32R-ENT2-6	Access Control Enterprise Appliance with 32 readers (can be upgraded to 400 readers)
AC-APP-64R-ENT2-6	Access Control Enterprise Appliance with 64 readers (can be upgraded to 400 readers)
AC-APP-128R-ENT2-6	Access Control Enterprise Appliance with 128 readers (can be upgraded to 400 readers)
AC-APP-256R-ENT2-6	Access Control Enterprise Appliance with 256 readers (can be upgraded to 400 readers)
AC-APP-ENT2-WARR-EXTEND-1YR	1 Year Extended Warranty for Access Control Manager Enterprise Appliance
AC-APP-ENT2-WARR-EXTEND-2YR	2 Year Extended Warranty for Access Control Manager Enterprise Appliance
AC-APP-16R-ENT-Plus-6	Access Control Enterprise Plus Appliance with 16 readers (can be upgraded to 2048 readers)
AC-APP-256R-ENT-Plus-6	Access Control Enterprise Plus Appliance with 256 readers (can be upgraded to 2048 readers)
AC-APP-512R-ENT-Plus-6	Access Control Enterprise Plus Appliance with 512 readers (can be upgraded to 2048 readers)
AC-APP-1024R-ENT-Plus-6	Access Control Enterprise Plus Appliance with 1024 readers (can be upgraded to 2048 readers)
AC-APP-2048R-ENT-Plus-6	Access Control Enterprise Plus Appliance with 2048 readers
AC-APP-ENT-PLUS-WARR-EXTEND-1YR	1 Year Extended Warranty for Access Control Manager Enterprise Plus Appliance
AC-APP-ENT-PLUS-WARR-EXTEND-2YR	2 Year Extended Warranty for Access Control Manager Enterprise Plus Appliance

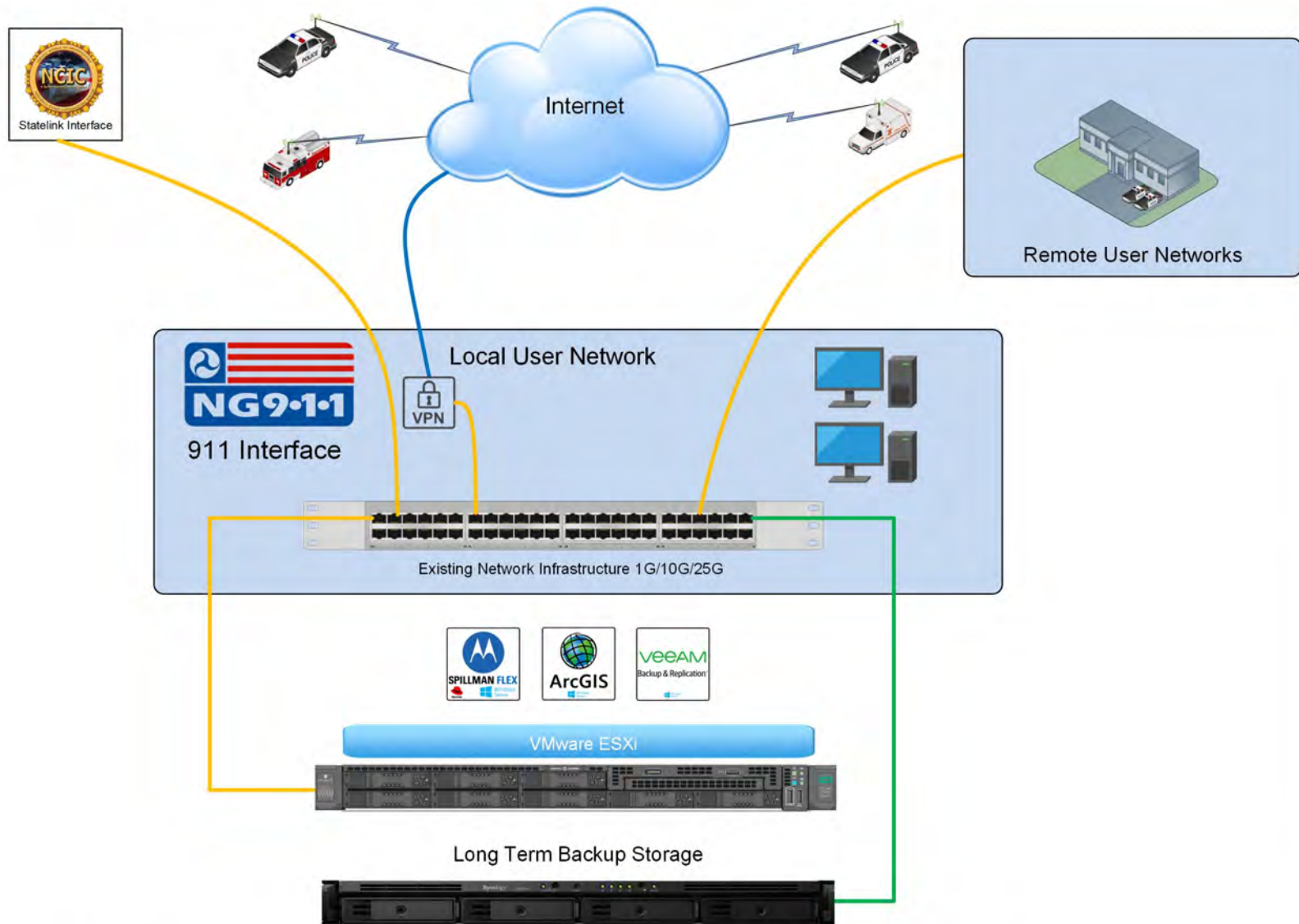
SUPPORT

Learn more and find additional documentation at avigilon.com or email sales@avigilon.com for specific product support.



Feb 2022 | Rev 8

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Title: Single Server with Veeam Backup

Author

Jared Street

Date

July 19, 2022

This solution uses a single server with local, all flash storage, combined with Veeam Backup and Replication software for data protection. An external NAS is used as a backup target, enabling long term retention of data with the ability to restore your entire VM or individual files. This architecture minimizes data loss in the event of a catastrophic failure of the server and is easily upgradeable to add offsite backups and DR capabilities. This solution is best for clients that require a complete, reliable and easy to manage solution that has been proven to work in Flex environments throughout the country.

7.2 Appendix B Huntington Park VMS Device List

Attached is the Huntington Park VMS Device List.

Location Information:				Section #1- Camera Hardware																		Section #2- Communication Hardware																								
				(Camera Type)									(Camera Accessories: Mount, Adapter, IR)									(Examples: Cable, Fiber, Enclosure, & Radio)																								
				DESC.	360° Multisensor	270° Multisensor	180° Multisensor	Dual Head	Dome (Outdoor)	Dome (Indoor)	Bullet	Fish Eye	Network Horn Speaker		Ceiling Mount	Wall Mount for Multi-sensors	Wall Mount for Dual Head	Pendant Mount	Pendent Surface Mount Adapter	Corner Mount	Pole Mount	IR Illuminator Ring (always include PoE++ when used)	Outdoor Dome Cover for Multisensor	Junction Box for Dual Head	NPT Adapter for Dual Head	NPT adapter for 2.0C and 6.0C Cameras	Cat 6	Cat 6 (Plenum)	Cat 6 (Direct Burial)	Color Blue	Color Green	CommScope Cat6 Cable	Fiber	Radio (Point to Point)	Radio (Point to Multi-Point)	CAT5e- Ubiquiti, UISP Cable Carrier, black (per ft.)		Enclosure					Conduit			
Drawing Page	Location Number	Description	IT Closet Location #	MODEL #		24C-H5A-3MH		10.0C-H5DH-DO1-IR	6.0C-H6A-DO1-IR	2.0C-H6A-DO1-IR		12.0W-H5A-FE-DO1-IR			WLMT-1001	WLMT-1021	H5AMH-AD-PEND1	H5AMH-AD-DOME1	CRNMT-1001	PLMT-1001	H4AMH-AD-IRIL	H5AMH-DO-COVR1	H5DH-DO-JBOX1	H5DH-MT-NPTA1	H6A-MT-NPTA1	51021105		WG-51101008							NBE		24x20x19									
2	17	City Hall - East Entrance								1																	170																			
	18	City Hall - Building Inspector's Office								1																	180																			
	19	City Hall - Lobby Stairwell											1														120																			
	20	City Hall - West Council Chambers				1										1		1				1	1				160																			
	21	City Hall - South Council Chambers											1														160																			
	22	City Hall - Corridor A						1																1			130																			
	23	City Hall - 2nd Floor Elevator Lobby											1														145																			
	24	City Hall - East 2nd Floor Entrance								1								1								1	60																			
	25	City Hall - Corridor B							1															1			60																			
	26	City Hall - SW Parking Lot				1											1		1				1	1			60																			
	27	City Hall - South Parking Lot				1											1		1				1	1			50																			
	28	City Hall - SE Corner Parking Lot				1											1		1		1		1	1			40																			
	29	City Hall - NE Corner Park View				1											1		1		1		1	1			60																			
	30	City Hall - Courthouse Open Space								1								1								1	70																			
	31	City Hall - IDF-1																																												
	32	City Hall - IDF-2																																												
	33	Cuty Hall - MDF																																												
	Total Qty.					-	11	-	8	2	3	-	6	-	-	-	11	4	11	1	5	1	11	11	6	2	2	3,665	-	-	-	-	-	-	-	-	2	-	-	1	-	-	-	-	-	-

City Hall VMS Project

[illegible]

				Section #3- System Mgmt. & Display																	NOTES:
				(Anything in the IT Closet or workstation)																	
Location Information:				Avigilon, Server License	Avigilon, Camera License	ACC Enterprise Smart Plan, 1 year	NVR	SFP's	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)		Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	UPS	
Drawing Page	Location Number	Description	IT Closet Location #	ACC7-ENT	ACC7-ENT	ACC-ENT-SMART-1YR	NVR5-PRM-128TB-S19-NA	NVR5-SFPPLUS-LR-A			AX103253	AX103255	C601105001	C601104007				B040-008-19			
2 2 2 2 3																					

				Section #3- System Mgmt. & Display																			NOTES:	
				(Anything in the IT Closet or workstation)																				
Location Information:				Conduit			Avigilon, Camera License	Fiber SFP Adapter	NVR	Network Switch, Cisco	Switch Power Supply	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)				Triplite KVM Switch/LCD				APC Smart UPS X Line Interactive 2000VA 2U
Drawing Page	Location Number	Description	IT Closet Location #				Unity 8-ENT	NVR5SFPPLUS-IR-LB	NVR5-PRM-432TB-S19-NA	IE-1000-8P2S-LM	PWR-IE480W-PCAC-L	POE-INJ2-95W-NA	AX103253	AX103255	C601105001	C601104007					B040-008-19			SMX2KRMLVNCUS
1 2 3 1 2 3 1 2 3 2 2 2 2	46	Police Dept. - Investigations	54				1																	
	47	Police Dept. - Back Stairwell A	54				1																	
	48	Police Dept. - Back Stairwell B	54				1																	
	49	Police Dept. - 2nd Floor Stairwell	54				1																	
	50	Police Dept. - Jail Corridor 2	54				1																	
	51	Police Dept - Man Gate	54	50			1					1												
	52	Police Dept. - 2nd Floor Corridor 2	54				1																	
	53	Police Dept. - 2nd Floor Back Exit Stairwell	54				1																	
	54	IDF - 1st Floor						2	1					1	1	51	2				1			1
	55	NE Corner PTP Radio (Location 2)	54																					
Total Qty.				125	-	-	51	2	1	1	1	5	1	1	51	2	-	-	-	1	-	-	1	

Device Layout VMS

Location Information:				Section #1- Camera Hardware																		Section #2- Communication Hardware																						
				(Camera Type)										(Camera Accessories: Mount, Adapter, IR)								(Examples: Cable, Fiber, Enclosure, & Radio)																						
				DESC.	360° Multisensor	270° Multisensor	180° Multisensor	Dual Head	Dome (Outdoor)	Dome (Indoor)	Bullet	Fish Eye	Network Horn Speaker		Ceiling Mount	Wall Mount	Recessed Mount	Pendant Mount	Parapet Mount	Corner Mount	Pole Mount	IR Illuminator Ring (always include PoE++ when used)	Outdoor Dome Cover for Multisensor	Outdoor pendant mount adapter	NPT Adapter		Cat 6	Cat 6 (Plenum)	Cat 6 (Direct Burial)	Color Blue	Color Green	CommScope Cat6 Cable	Fiber	Radio (Point to Point)	Radio (Point to Multi-Point)	CAT5e- Ubiquiti, UISP Cable Carrier, black (per ft.)		Enclosure						
Drawing Page	Location Number	Description	IT Closet Location #	MODEL #		24C-H5A-3MH										WLMT-1001		H5AMH-AD-PEND1	NPTA-1001	CRNMT-1001		H4AMH-AD-IRIL	H5AMH-DO-COVR1			51021105			WG-51101008							UISP-CABLE-CARRIER		ATEPIX 24X16X9 Weatherproof NEMA Enclosure						
5	1	Bldg 5 NW Corner				1										1		1		1		1	1				90																	
	2	Storage Building Corner				1										1		1		1		1	1				90							2		50		1						
	3	Bldg 3 SW Corner				1										1		1		1		1	1				90																	
	4	Bldg 3 SE Corner				1										1		1		1		1	1				90																	
	5	Bldg 1 NW Corner				1										1		1		1		1	1				90																	
	6	Bldg 2 SW Corner				1										1		1		1		1	1				80																	
	7	Bldg 3 NW Corner				1										1		1		1		1	1				90																	
	8	Bldg 1 SW Corner				1										1		1		1		1	1				90																	
	9	Bldg 1 Interior				1										1		1				1	1				50																	
	10	Bldg 2 South				1										1		1				1	1				80																	
	11	Bldg 2 SE Corner				1										1		1		1		1	1				80																	
	12	Bldg 3 NE Corner				1										1		1		1		1	1				90																	
	13	Bldg 4 South Multi				1										1		1				1	1				100																	
	14	Bldg 4 Talk Down Speaker												1													100																	
	15	Storage Building Center				1										1		1	1				1	1				?																
	16	Bldg 5 NE Corner				1										1		1	1	1			1	1				90																
	17	Bldg 5 SW Corner				1										1		1	1	1			1	1				90																
Total Qty.					-	16	-	-	-		-	1	-	-	16	-	16	3	12	-	16	16	-	-	-	1,390	-	-	-	-	-	-	-	2	-	50	-	1	-	-	-	-		



						Section #3- System Mgmt. & Display																	NOTES:	
						(Anything in the IT Closet or workstation)																		
Location Information:				Conduit		Avigilon, Server License	Avigilon, Camera License	ACC Enterprise Smart Plan, 1 year	NVR	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)		Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	UPS		
Drawing Page	Location Number	Description	IT Closet Location #			ACC7-ENT	ACC7-ENT	ACC-ENT-SMART-1YR	AINVR-PRM-64TB-NA			AX103253	AX103255	C601105001	C601104007				B040-008-19				VA24EHE	
5	1	Bldg 5 NW Corner					1				1													
	2	Storage Building Corner		50			1				1													
	3	Bldg 3 SW Corner					1				1													
	4	Bldg 3 SE Corner					1				1													
	5	Bldg 1 NW Corner					1				1													
	6	Bldg 2 SW Corner					1				1													
	7	Bldg 3 NW Corner					1				1													
	8	Bldg 1 SW Corner					1				1													
	9	Bldg 1 Interior					1				1													
	10	Bldg 2 South					1				1													
	11	Bldg 2 SE Corner					1				1													
	12	Bldg 3 NE Corner					1																	
	13	Bldg 4 South Multi					1																	
	14	Bldg 4 Talk Down Speaker					1																	
	15	Storage Building Center					1																	
	16	Bldg 5 NE Corner					1																	
	17	Bldg 5 SW Corner					1																	
									1		1		39	2				1				1		
Total Qty.				50	-	-	17	-	1	-	11	1	-	39	2	-	-	-	1	-	-	-	1	

[illegible]

Huntington Park

Community Center-Frank Park



					Section #3- System Mgmt. & Display																NOTES:	
					(Anything in the IT Closet or workstation)																	
Location Information:						Avigilon, Server License	Avigilon, Camera License	ACC Enterprise Smart Plan, 1 year	NVR	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)		Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	UPS
Drawing Page	Location Number	Description	IT Closet Location #			Unity8-ENT		AINVR2-VAL-24TB-NA		POE-INI2-95W-NA	AX103253	AX103255		C601105001	C601104007				B040-008-19			SMX2KRMLVNCUS
1 1 1 1 1 1 1 1 1 1 1 1 1	1	Community Center - Exterior East Courtyard	14			1								1								
	2	Community Center - Exterior North Parking Lot	14			1				1				1								
	3	Community Center - Exterior Undereave Door 1	14			1								1								
	4	Community Center - Exterior SE Walkway	14			1								1								
	5	Community Center - Interior Food Area	14			1								1								
	6	Community Center - Interior Exit Doors	14			1								1								
	7	Community Center - Interior SW Mulit-purpose Room	14			1								1								
	8	Community Center - Interior NE Mulit-purpose Room	14			1								1								
	9	Community Center - Exterior North Entrance	14			1								1								
	10	Community Center - North Talkdown Speaker	14			1								1								
	11	Community Center - Exterior South Entrance	14			1								1								

					Section #3- System Mgmt. & Display																	NOTES:	
					(Anything in the IT Closet or workstation)																		
Location Information:						Avigilon, Server License	Avigilon, Camera License	ACC Enterprise Smart Plan, 1 year	NVR	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)		Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)		UPS
Drawing Page	Location Number	Description	IT Closet Location #			Unity8-ENT		AINVR2-VAL-24TB-NA		POE-INI2-95W-NA	AX103253	AX103255	C601105001	C601104007					B040-008-19			SMX2KRMLVNCUS	
1 1 1	12	Community Center - South Talkdown Speaker	14			1							1										
	13	Community Center - South	14			1				1			1										
	14	Community Center - IDF					1				1			2					1			1	
Total Qty.				-	-	13	-	1	-	2	1	-	13	2	-	-	-		1	-	-		1

Huntington park

Raul Perez Park



				Section #3- System Mgmt. & Display															NOTES:	
				(Anything in the IT Closet or workstation)																
Location Information:					Avigilon, Camera License	ACC Enterprise Smart Plan, 1 year	NVR	Network Switch	95 PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)		Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	UPS
Drawing Page	Location Number	Description	IT Closet Location #		UNITY8-ENT	ACC-ENT-SMART-1YR	AINVR-VAL-12tb-na		AX103253	AX103255	C601105001	C601104007					B040-008-19			VA24EHE
Total Qty.	1	West Entrance Camera			1			1			1									
	2	S.W Corner Mount Cam			1			1			1									
	3	S.E Corner Mount Cam			1			1			1									
	4	Under Overhang Camera			1						1									
	5	North East Camera			1			1			1									
	6	North Camera			1			1			1									
	7	Stadium Path			1			1			1									
	8	Park PTZ			1			1			1									
		IDF					1		1				2							
Total Qty.					8	-	1	7	-	1	-	8	2	-	-	-	-	-	-	-

Huntington Park

Veterans Park

				Section #1- Camera Hardware																		Section #2- Communication Hardware																								
				(Camera Type)									(Camera Accessories: Mount, Adapter, IR)									(Examples: Cable, Fiber, Enclosure, & Radio)																								
				DESC.	360° Multisensor	270° Multisensor	PTZ	Dual Head	Dome (Outdoor)	Dome (Indoor)	Bullet	Fish Eye	Network Horn Speaker		Wall Mount for PTZ	Wall Mount for Multi Sensors	Recessed Mount	Pendant Mount	Parapet Mount	Corner Mount	Pole Mount	IR Illuminator Ring (always include PoE++ when used)	Outdoor Dome Cover for Multisensor	Outdoor pendant mount adapter				Cat 6	Cat 6 (Plenum)	Cat 6 (Direct Burial)	Color Blue	Color Green	CommScope Cat6 Cable	Fiber	Radio (Point to Point)	Radio (Point to Multi-Point)	CAT5e- Ubiquiti, UISP Cable Carrier, black (per ft.)		Enclosure					Conduit		Cradlepoint
Drawing Page	Location Number	Description	IT Closet Location #	MODEL #		24C-H5A-3MH	2-0C-H6A-PTZ-DPM30	10-0C-H5DH-DO1-IR						WLMT-1021	WLMT-1001		H5AMH-AD-PEND1				PLMT-1001	H4AMH-AD-IRIL1	H5AMH-DO-COVR1				S1021105			WG-51101008							UISP-CABLE-CARRIER		Altelix 24x16x9 Weatherproof NEMA						BR600	
1 1																																														

[illegible]

Huntington Park

Well 12

Location Information:				& Display (workstation)							NOTES:
					Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	UPS	
Drawing Page	Location Number	Description	IT Closet Location #				B040-008-19			SMX2KRMLVNCUS	
1 1 1	1	Well 12 - West Wall	3								
	2	Well 12 - East Wall	3								
	3	Well 12 - Inside Bldg	3				1			1	
	4										
	5										
	6										
	7										
	8										
	9										
	10										
Total Qty.							1			1	

Location Information:				Section #1- Camera Hardware													Section #2- Communication Hardware										Section #3- System Mgmt. & Display													OTE						
				(Camera Type)			(Camera Accessories: Mount, Adapter, IR)										(Examples: Cable, Fiber, Enclosure, & Radio)							(Anything in the IT Closet or workstation)																						
Drawing Page	Location Number	Description	IT Closet Location #	MODEL #	DESC.	360° Multisensor	270° Multisensor	Dual Head	Fish Eye	Network Horn Speaker		Ceiling Mount	Wall Mount	Pendant Mount	Corner Mount	Pole Mount	IR Illuminator Ring (always include PoE++ when used)	Outdoor Dome Cover for Multisensor	Outdoor pendant mount adapter	NPT Adapter		Cat 6: Color Blue Feet		Radio (Point to Multi-Point)	CAT5e- Ubiquiti, UISP Cable Carrier, black (per ft.)		Enclosure	Pole	Conduit		Avigilon, Server License	Avigilon, Camera License	ACC Enterprise Smart Plan, 1 year	NVR	Network Switch	Switch Power Supply	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)	Triplite KVM Switch/LCD	Printer (single or double)	UPS		
1	1	Well 14 - Entrance	2			1							1	1		1	1	1				300						1		300			1					1								
	2	Well 14 - Inside Building						1														100					1					1		1	1	1	1		3	2						
	3	Well 14 - NE Corner Exterior	2			1							1	1		1	1	1				200					1		200			1				1										
	4																																													
	5																																													
	6																																													
	7																																													
	8																																													
	9																																													
	10																																													
Total Qty.					-	2	-	1	-	-	-	2	2	-	2	2	2	-	-	-	600	-	-	-	-	1	2	#	500	-	-	3	-	1	1		2	1	-	3	2	-	-	-		



				Section #3- System Mgmt. & Display																		NOTES:
				(Anything in the IT Closet or workstation)																		
Location Information:				Avigilon, Server License	Avigilon, Camera License	ACC Enterprise Smart Plan, 1 year	NVR	Network Switch	Switch Power Supply	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)		Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	UPS	
Drawing Page	Location Number	Description	IT Closet Location #		Unity8-ENT	ACC-ENT-SMART-1YR	AINVR2-VAL-16TB-NA	IE-1000-8P2S-LM	PWR-IE180W-PCAC-L	POE-INJ2-95W-NA	AX103253	AX103255	C601105001	C601104007				B040-008-19			VA24EHE	
1 1 1 1	1	Well 15 - East	4		1																	
	2	Well 15 - North	4		1																	
	3	Well 15 - South	4		1																	
	4	Well 15 - Interior			1		1	1	1	3	1		4	2								
	Total Qty.				-	4	-	1	1	1	3	1	-	4	2	-	-	-	-	-	-	-



Device Layout VMS

				Section #1- Camera Hardware												Section #2- Communication Hardware								Section #3- System Mgmt. & Display												NOTES:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																			
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Location Information:				Section #1- Camera Hardware														Section #2- Communication Hardware								Section #3- System Mgmt. & Display												NOTES:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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Huntington Park
Bear Ave Well



Location Information:				Section #1- Camera Hardware														Section #2- Communication Hardware							Section #3- System Mgmt. & Display											NOTES:							
				(Camera Type)				(Camera Accessories: Mount, Adapter, IR)										(Examples: Cable, Fiber, Enclosure, & Radio)							(Anything in the IT Closet or workstation)																		
				DESC.	PTZ	270° Multisensor	180° Multisensor	Fish Eye	Network Horn Speaker		Ceiling Mount	Wall Mount	Wall mount for PTZ	Pendant Mount	NPT Adapter for Multi-sensors	Corner Mount	Pole Mount	IR Illuminator Ring (always include PoE++ when used)	Outdoor Dome Cover for Multisensor		Cat 6		Enclosure					Conduit			Avigilon, Server License	Avigilon, Camera License	NVR	Network Switch	Switch Power Supply	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)	Triplite KVM Switch/LCD	UPS	
Drawing Page	Location Number	Description	IT Closet Location #	MODEL #	2.0C-H6A-PTZ-DPM30	24C-H5A-3MH	9C-H5A-3MH	12.0W-H5A-FE-DO1-IR			WLMT-1001	WLMT-1021	H5AMH-AD-PEND1	NPTA-1001	CRMT-1001	PLMT-1001	H4AMH-AD-IRIL	H5AMH-DO-COVR1		51021105		Altelix 24x16x9 Weatherproof NEMA Enclosure									Unity8-ENT	AINVR2-VAL-12TB-NA	IE-1000-8P25-LM	PWR-IE480W-PCAC-L	POE-INJ2-95W-NA	AX103253	AX103255	C601105001	C601104007	B040-008-19	VA24EHE		
1 1 1 1 1	1	SE Exterior Multi	4			1					1		1	1		1	1	1		100										1													
	2	NE Exterior Multi	4			1					1		1	1		1	1	1		100										1													
	3	NE Exterior PTZ	4		1							1				1				100										1													
	4	Interior						1												100		1								1	1	1	1	3	1		5	2					
	5	SE Corner	4				1				1		1		1		1	1		100										1													
	6																																										
	7																																										
	8																																										
	9																																										
	10																																										
Total Qty.					1	2	1	1	-	-	-	3	1	3	2	1	3	3	3	-	500	-	1	-	-	-	-	-	-	-	5	1	1	1	3	1	-	5	2	-	-		

7.3 Appendix C Huntington Park ACS Device List

Attached is the Huntington Park ACS Device List.



				Section #3- System Mgmt. & Display																				NOTES:					
				(Anything in the IT Closet or workstations)																									
Location Information:				Radio (Point to Multi-Point)	CAT5e- Ubiquiti, UISP Cable Carrier, black (per ft.)	Conduit		Server License	Reader License	Extended Warranty License	Server	Controller	RIM	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)	Power Supply with Enclosure	Enclosure	Workstation	Monitor		Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	Card Stock Details / Qty.	UPS
Drawing Page	Location Number	Description	IT Closet Location #		USIP-CABLE-CARRIER				AC-SW-LIC-16RCU-6-P			LP-1502	MRS2			AX103253	AX103255	C601105001	C601104007	FPO150/250-20820PE8M2									
	1	City Hall -	10						1																				
	2	City Hall -	10						1																				
	3	City Hall -	10						1																				
	4	City Hall -	10						1																				
	5	City Hall -	10						1																				
	6	City Hall -	10						1																				
	7	City Hall -	10						1																				
	8	City Hall - Training Room	10						1																				
	9	City Hall - Human Resources	10						1																				
	10	City Hall - IDF	10						1																				
	11	Doesn't Exist																											
	12	City Hall - Finance	14						1																				
	13	City Hall - MDF Door 1	14					1	1		1	2	20				1	39	2	1								Will need I/O boards for Gate and Front Door	
	14	City Hall - MDF Door 2	14						1																				
	15	City Hall - Main Employee Entrance	14						1																				
	16	City Hall - Employee Breakroom	14						1																				
	17	City Hall - Conference 1st Floor	14						1																				
	18	City Hall - Mayor's Main Office Entrance	14						1																				
	19	City Hall - Mayor's Office	14						1																				
	20	City Hall -	14						1																				
	21	City Hall - Vice Mayor Office	14						1																				
	22	City Hall -	14						1																				
	23	City Hall -	14						1																				
	24	City Hall - Basement Stairwell	10						1																				
	25	City Hall - Main Entrance	10						1																			Tie into Alarm System	

Huntington Park

Courthouse ACS



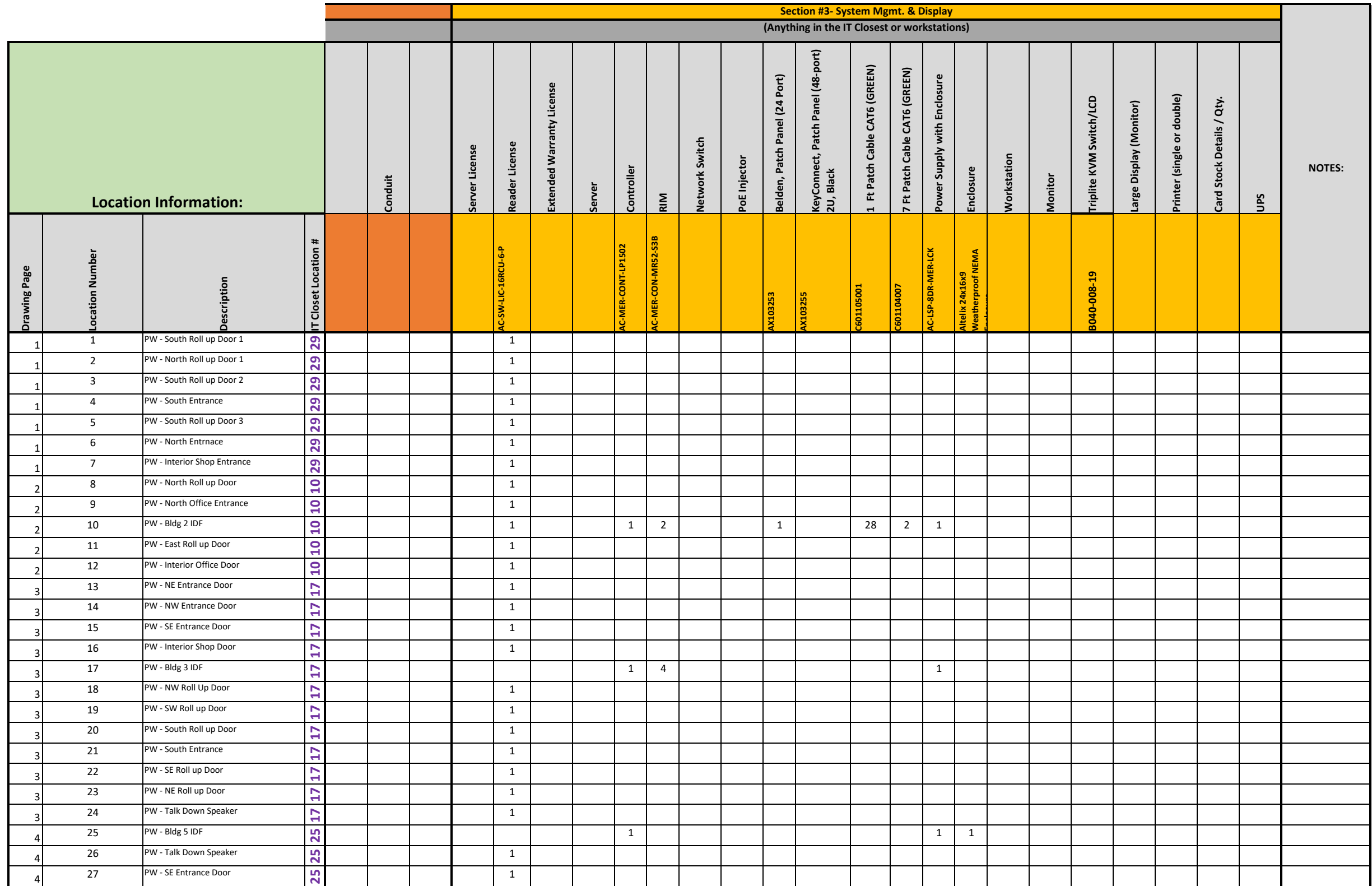
				Section #3- System Mgmt. & Display																	NOTES:	
				(Anything in the IT Closet or workstations)																		
Location Information:				Extended Warranty License	Server	Controller	RIM	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)	Power Supply with Enclosure	Enclosure	Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)		Card Stock Details / Qty.
Drawing Page	Location Number	Description	IT Closet Location #			AC-MER-CONT-LP1502	AC-MER-CON-MRS2-S3B			AX109253	AX109255	C601105001	C601104007	FP0150/250-2C82D8PE8M2				8040-008-19				
1	1	West Entrance (Westside)	7																			
1	2	North Entrance	7																			AZZ
1	3	Basement Stairwell	7																			
1	4	SW Exterior Entrance (Westside)	7																			
1	5	South Entrance	6																			
1	6	IDF-1				1	1							1								
1	7	IDF-2				1	4							1								
1	8	SE Exterior Entrance (Eastside)	6																			
1	9	NE Exterior Entrance (Eastside)	7																			
1	10	NE Exterior Entrance (Northside)	6																			
1	11	NW Exterior Entrance (Northside)	7																			
1	12	Open Space Door	7																			
3	13	Basement Exterior	7																			
2	14	2nd Flr West Entrance	7																			
2	15	2nd Flr East Entrance	6																			
1	16	NW Exterior Entrance (Westside)	7																			
Total Qty.				-	-	2	5	-	-	-	-	-	-	2	-	-	-	-	-	-	-	-

Location Information:				Section #1- Door Hardware																		Section #2- Communication Hardware																	
				(ACS devices at or near the door)								(Locksmith devices at or near the door)												(Examples: Cable, Fiber, Enclosure, and Radio)															
Drawing Page	Location Number	Description	IT Closet Location #	DESC.	Tarvos RFID Reader Kit	Signo 40 Keypad Reader (Pin & Prox)	Signo 20 Keypad Reader (Pin & Prox) Mullion	Door Contact (Recessed)	Door Contact (Surface)	Motion Detector (REX)	Door Release Button	Panic Button	Intercom	HES, Electric Strike (for cylindrical lockset)	Surface Mounted Electric Strike (SES)	Elec. Lever (EL)	Elec. Mortise Lock (EM)	Mag-Lock	Mag-Lock for Cells	Elec. Panic Bar RETROFIT KIT	Locksmithing, Schlage, SPARTA LEVER, Storeroom Func., Satin	Hinge Closer	Door Closer	Locksmithing, Filler Plate, 2-1/4"X1 1/8" (Prime Coated)	Locksmithing, Schlage FSIC,CORE ONLY, S145 KWY,JS26D	Armored Cable	Transfer Hinge	18awg x 2 Conductor (per ft.)	18awg x 4 Conductor (per ft.)	18awg x 6 Conductor (per ft.)	CAT6	CAT6 (Plenum)	CAT6 (Direct Burial)	Cable Color Blue	Cable Color Green	Bannana Cable- Access Control Cable, Plenum-CMP, 3-22 AWG pairs, 4-18 AWG, 4-22 AWG, & 2-22 AWG conductors		Fiber	
					MODEL #																																		
					ST200W	HID, 40NKS00-000000-AVG	HID, 20NKS00-000000-AVG	GRI:120T-12-W		DS150i	EEB2			310-4-24D-630				1200D	SDC, 1511VD			CS319103		CS813303	CS422285	CS511684						Genesis_Cable:51021105					Belden:658AFJ 0041000		
2	24	Police Dept - 2nd Floor Detective's Office A				1	1																													150			
2	25	Police Dept - 2nd Floor Detective's Office B				1	1																													150			
2	26	Police Dept - 2nd Floor Detective's Office C				1	1																													150			
2	27	Police Dept - Extrior 2nd Floor Detective Office Entrance				1	1		1																											200			
2	28	Police Dept - 2nd Floor Detective's Office D				1																														150			
2	29	Police Dept - Evidence Room A				1	1		1					1								1			1											150			
2	30	Police Dept - Training Room				1																														150			
2	31	Police Dept - Storage				1																														150			
2	32	Police Dept -				1																														150			
2	33	Police Dept -				1	1																												150				
2	34	Police Dept -				1	1		1																										150				
2	35	Police Dept -				1																													150				
2	36	Police Dept -				1																													150				
2	37	Police Dept -				1																													150				
2	38	Police Dept -				1	1		1					1								1			1										150				
3	39	Police Dept -				2								1									1												150				
3	40	Police Dept - Gate Entrance				2		1																				200							200				
3	41	Police Dept - Vehicle Entrance			1	1							1																						200				
2	42	Police Dept -				1	1							1																					180				
Total Qty.					1	17		25	1	16	2	-	2	17	-	-	-	2	2	-	12		10	2	12	-	2	-	-	-	-	-	325	-	-	-	6,030	-	-

				Section #3- System Mgmt. & Display																							NOTES:					
				(Anything in the IT Closet or workstations)																												
Location Information:					Radio (Point to Point)	Radio (Point to Multi-Point)	CAT5e- Ubiquiti, UISP Cable Carrier, black (per ft.)	Conduit		Server License	Reader License	Extended Warranty License	Server	Controller	RIM	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)	LifeSafety, Power Supply for Card Access and Lock Power (MAIN)	Power Supply for Cell Mag-Locks	Workstation	Zenith, Clear UHF headlamp tag	Triplite KVM Switch/LCD		Large Display (Monitor)	Printer (single or double)	Card Stock Details / Qty.	UPS	
Drawing Page	Location Number	Description	IT Closet Location #				UISP-CABLE-CARRIER			AC-SW-LIC-16RCU-6-P			LP-1502	MR52-S3				AX103253	AX103255	C601105001	C601104007	FP0150/250-2C82D8PEBM2			SZ-UMT-002							
	24	Police Dept - 2nd Floor Detective's Office A								1																					Use existing electrified door HW	
2	25	Police Dept - 2nd Floor Detective's Office B								1																					Use existing electrified door HW	
2	26	Police Dept - 2nd Floor Detective's Office C								1																					Use existing electrified door HW	
2	27	Police Dept - Extrior 2nd Floor Detective Office Entrance								1																						
2	28	Police Dept - 2nd Floor Detective's Office D								1																					Use existing electrified door HW	
2	29	Police Dept - Evidence Room A								1																						
2	30	Police Dept - Training Room								1																					Use existing electrified door HW	
2	31	Police Dept - Storage								1																					Use existing electrified door HW	
2	32	Police Dept -								1																					Use existing electrified door HW	
2	33	Police Dept -								1																					Use existing electrified door HW	
2	34	Police Dept -								1																					Use existing electrified door HW	
2	35	Police Dept -								1																						
2	36	Police Dept -								1																						
2	37	Police Dept -								1																						
2	38	Police Dept -								1																					Relocate Reader to RH Side pull new cables	
3	39	Police Dept -								2																					Heavy Duty Door Closer	
3	40	Police Dept - Gate Entrance								1																						
3	41	Police Dept - Vehicle Entrance								2																						
2	42	Police Dept -								1																					Use existing electrified door HW	
Total Qty.				-	-	-	-	-	-	1	45	-	1	1	20	-	-	-	1	41	2	1	-	-	100	-	-	-	-	-	-	

				Section #1- Door Hardware																		Section #2- Communication Hardware															
				(ACS devices at or near the door)							(Locksmith devices at or near the door)											(Examples: Cable, Fiber, Enclosure, and Radio)															
Location Information:				DESC.	Reader (Prox)	Keypad Reader (Pin & Prox)	Door Contact (Recessed)	Door Contact (Surface)	Motion Detector (REX)	Door Release Button	Panic Button	Intercom	Elec. Strike (ES)	Surface Mounted Electric Strike (SES)	Elec. Lever (EL)	Elec. Mortise Lock (EM)	Mag-Lock	Elec. Panic Bar	Elec. Panic Bar RETROFIT KIT	Lever (Storeroom Func.)	Door Closer	Cover Plates	Key-Way	Armored Cable	Transfer Hinge	18awg x 2 Conductor (per ft.)	18awg x 4 Conductor (per ft.)	18awg x 6 Conductor (per ft.)	CAT6	CAT6 (Plenum)	CAT6 (Direct Burial)	Cable Color Blue	Cable Color Green	Bannana Cable- Access Control Cable, Plenum-CMP, 3-22 AWG pairs, 4-18 AWG, 4-22 AWG, & 2-22 AWG conductors		Fiber	
Drawing Page	Location Number	Description	IT Closet Location #	MODEL #		HID_40NKS00-000000-0-AVG	GRI:120T-12-W	SN-CMET-4418	DS150i			ACC-SPEAKER	310-4-24D-630								CS319103	CS813303															
2	28	PW - Talk Down Speaker	10																																		
1	29	PW Bldg 1 IDF																																			
Total Qty.					-	23	17	5	10	-	-	2	11	-	-	-	-	-	-	-	11	3	-	-	-	-	-	-	-	150	-	-		1,990	-	-	

Public Works



				Section #3- System Mgmt. & Display																								NOTES:
				(Anything in the IT Closet or workstations)																								
Location Information:					Conduit		Server License	Reader License	Extended Warranty License	Server	Controller	RIM	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)	Power Supply with Enclosure	Enclosure	Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	Card Stock Details / Qty.	UPS	
Drawing Page	Location Number	Description	IT Closet Location #				AC-SW-LIC-16RCU-6-P				AC-MER-CONT-LP1502	AC-MER-CON-MR52-53B			AX103253	AX103255	C601105001	C601104007	AC-LSP-8DR-MER-LCK	Altelix 24x16x9 Weatherproof NEMA 4X Enclosure			B040-008-19					
2	28	PW - Talk Down Speaker	10				1																					
1	29	PW Bldg 1 IDF									1	3								1								
Total Qty.				-	-	-	-	26	-	-	4	9	-	-	1	-	28	2	4	1	-	-	-	-	-	-	-	-

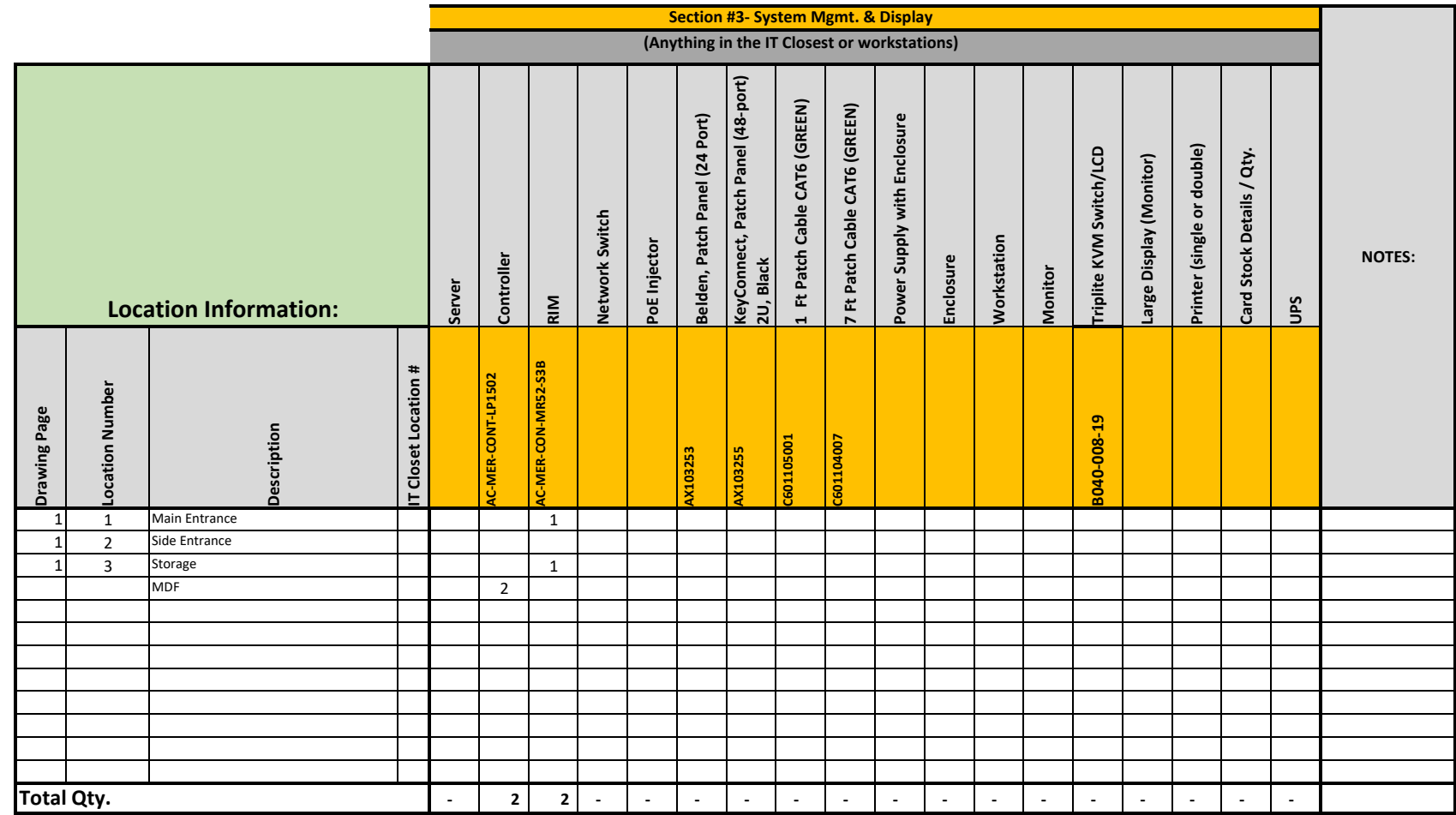
Huntington Park

Community/Frank Park



			Section #1- Door Hardware														Section #2- Communication Hardware						Section #3- System Mgmt. & Display														NOTES:						
			(ACS devices at or near the door)							(Locksmith devices at or near the door)							(Examples: Cable, Fiber, Enclosure, and Radio)						(Anything in the IT Closet or workstations)																				
Location Information:				DESC.	Reader (Prox)	Keypad Reader (Pin & Prox)	Door Contact (Recessed)	Door Contact (Surface)	Motion Detector (REX)	Intercom	Elec. Strike (ES)	Surface Mounted Electric Strike (SES)	Elec. Panic Bar RETROFIT KIT	Lever (Storeroom Func.)	Door Closer	Cover Plates	Armored Cable	Transfer Hinge	Bannana Cable- Access Control Cable, Plenum-CMP, 3-22 AWG pairs, 4-18 AWG, 4-22 AWG, & 2-22 AWG conductors						Conduit		Server License	Reader License	Server	Controller	RIM	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)		7 Ft Patch Cable CAT6 (GREEN)	Power Supply with Enclosure	Enclosure	Triplite KVM Switch/LCD	UPS	
Drawing Page	Location Number	Description	IT Closet Location #	MODEL #																																							
1	1	Community Center/Frank Park - IDF	1			1	1			1					1					30									1			1											
1	2	Community Center/Frank Park -West Entrance	1			1	2					1			1			1		70									1									1					
1	3	Community Center/Frank Park - East Entrance	1			1	2					1					1		70										1														

Raul Perez Park



Huntington Park

Salt Lake Park



				Section #3- System Mgmt. & Display																		NOTES:
				(Anything in the IT Closet or workstations)																		
Location Information:				Extended Warranty License	Server	Controller	RIM	Network Switch	PoE Injector	Belden, Patch Panel (24 Port)	KeyConnect, Patch Panel (48-port) 2U, Black	1 Ft Patch Cable CAT6 (GREEN)	7 Ft Patch Cable CAT6 (GREEN)	Power Supply with Enclosure	Enclosure	Workstation	Monitor	Triplite KVM Switch/LCD	Large Display (Monitor)	Printer (single or double)	Card Stock Details / Qty.	
Drawing Page	Location Number	Description	IT Closet Location #							AX103253	AX103255	C601105001	C601104007					B040-008-19				
1	1	Fitness Center/Gym Entrance																				
1	2	Main Entrance																				
1	3	Kitchen Entrance																				
1	4	West Entrance																				
1	5	MDF			1	3	5			1		5	2	1								
Total Qty.				-	1	3	5	-	-	1	-	5	2	1	-	-	-	-	-	-	-	-

**Solicitation Number: RFP #042021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL 60661 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Communications Technology and Hardware Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires June 23, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Communication, Systems & Services Agreement, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Communication, Systems & Services Agreement ("CCSA") and Exhibits, Subscription Services Addendum ("SSA"), Maintenance and Support Addendum ("MSA"), and Telecommunication Carrier Addendums ("TCA"). Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Communication, Systems & Services Agreement.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Communication, Systems & Services Agreement.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance in accordance with the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$1,000,000 each accident for bodily injury by accident

\$1,000,000 policy limit for bodily injury by disease

\$1,000,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$3,000,000 each occurrence Bodily Injury and Property Damage

\$3,000,000 Personal and Advertising Injury

\$5,000,000 aggregate for Products-Completed operations

\$5,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below.

Limits:

\$2,000,000 each accident, combined single limit

4. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) its workers compensation, commercial general liability, and automobile liability insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the workers compensation, commercial general liability, and automobile liability insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian

government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that

each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for

debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

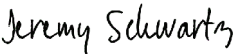
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

C0FD2A139D06489...

By: _____

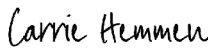
Jeremy Schwartz

Title: Chief Procurement Officer

7/3/2021 | 8:47 AM CDT

Date: _____

Motorola Solutions, Inc.

DocuSigned by:

BCC52DFA8464445...

By: _____

Carrie Hemmen

Title: MSSSI Territory Vice President &
Director of Sales

7/2/2021 | 3:56 PM CDT

Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

7/4/2021 | 6:43 PM CDT

Date: _____

RFP 042021 - Public Safety Communications Technology and Hardware Solutions

Vendor Details

Company Name: Motorola Solutions, Inc.
Address: 500 W Monroe St
Ste 4400
Chicago, IL 60661
Contact: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Phone: 720-338-7624
HST#: 36-1115800

Submission Details

Created On: Tuesday March 30, 2021 21:05:37
Submitted On: Tuesday April 20, 2021 12:23:07
Submitted By: Lane Feingold
Email: lane.feingold@motorolasolutions.com
Transaction #: a493650e-28b5-493e-a11e-7305bc7e532a
Submitter's IP Address: 140.101.167.250

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc.	*
2	Proposer Address:	500 W. Monroe, Chicago IL 60661	*
3	Proposer website address:	https://www.motorolasolutions.com/	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Carrie Hemmen Territory Vice President & Director of Sales 500 W. Monroe, Chicago IL 60661 carrie.hemmen@motorolasolutions.com 602-319-2355	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Lane Feingold Senior Account Manager 7237 Church Ranch Blvd, Ste 406 Westminster, CO 80021 lane.feingold@motorolasolutions.com 720-338-7624	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Tracy Loudenslager MSSSI Vice President and Director, U.S. Federal Government Market Channels & Sales Operations tracy.loudenslager@motorolasolutions.com 410-952-0743 Joe Fick Senior Account Manager joe.fick@motorolasolutions.com 951-395-3463	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive. Motorola Solutions has created the first and only mission critical ecosystem built for Public Safety and Enterprise. Our mission is to never stop advancing that lifeline. We have a rich history of firsts, including pioneering mobile communications in the 1930s, creating the technology that carried the first words from the moon in 1969, developing the first commercial handheld cellular phone in 1983 and revolutionizing public safety communications with the launch of smart radio, APX NEXT and public safety virtual assistant, ViQi in 2019. Today, our employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security. For more than 90 years, Motorola Solutions has demonstrated our stability and commitment to public safety. With more than 800 P25 deployments across North America, we are the partner of choice for large-scale emergency radio networks around the continent. And with a growing portfolio of devices, applications, and services designed to increase the safety and efficiency of first responders, we are now firmly established at the leading edge of mission critical communications. In the United States, Motorola is responsible for the deployment of 36 state-wide mission critical radio networks, as well as hundreds of county-wide systems and municipality systems across the country.	*
8	What are your company's expectations in the event of an award?	If awarded, Motorola Solutions expects to utilize this contract with may of our customers to allow them to purchase equipment and services without going to bid.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	You can find our Quarterly Earning and other financial information at https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx. Motorola Solutions Annual reports from 2010 to the present can be found here: http://investors.motorolasolutions.com/AnnualReports	*
10	What is your US market share for the solutions that you are proposing?	"Motorola Solutions ("Motorola") is a publicly traded company (NYSE - MSI) with billions of dollars in annual sales globally, employing thousands of workers worldwide, and having tens of thousands of shareholders. Such inquiries may be subject to confidentiality rules, whereby disclosure is prohibited. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes therein certain information that is material for disclosure under SEC rules. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
11	What is your Canadian market share for the solutions that you are proposing?	We are not including Canada as a part of this RFP Response.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company that is publicly traded on the New York Stock Exchange employing thousands of workers worldwide. As is normal for such companies, Motorola and its subsidiaries do not maintain centrally located records that would allow it to answer the question as written. However, Motorola, Inc. has never filed a petition in bankruptcy, nor taken any action with respect to receivership, moratorium, or assignment for the benefit of creditors. As a publicly traded company, Motorola files an annual report Form 10-K with the SEC and describes certain material for disclosure under SEC rules. Motorola's most recent 10-K report can be found at: http://investors.motorolasolutions.com/Docs	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals	Motorola Solutions is a manufacturer as well as a service provider. From a sales perspective, we have a direct sales force of over 200 people across the United States as well as Manufacturer Representatives throughout the United States. The Manufacturers Representative (MR) program is designed to improve Motorola Solutions market reach and account coverage by leveraging a single integrated distribution strategy to combine MSI's Go-to Market Resources with those of our MR Partners so as to deliver unparalleled value and ease of doing business to our Customers. The Motorola Field Team designates the accounts, develops or approves the strategy for the account, determines the products to be offered, and establishes the selling or contract price. The business is transacted in Motorola's name allowing the utilization of State and Local Purchasing contracts and sole source procurements and combines high touch customer consultation with ease of doing business all for the benefit of our Customers. The Manufacturer's Representative (MR) Sales Program requires it's representatives to complete necessary training to ensure that our MRs are familiar with our products and how those products fit within the needs of our customers. Manufacturer's Representatives (MRs) serve as an extension of the MSI direct account sales team	

your employees, or the employees of a third party?

and perform sales functions on behalf of Motorola. Sales facilitated by MRs are considered MSI sales; the end customer would issue a purchase order to Motorola.

Likewise for service, we utilize the Field Service Organization (FSO) within Motorola Solutions as well as our certified Motorola Service Partners. Motorola's technical experts have the most cumulative years of experience in the industry, with over 1,000 years of current experience.

The Field Services Organization (FSO) is a nationwide organization of over 500 trained and certified Motorola technicians. They are responsible for the sustainment of our government and commercial LMR systems and related applications. FSO provides onsite support, preventative maintenance and 24X7 support. They support our customers by providing best in class, highly qualified and trained service delivery.

From the Service Shop perspective, Motorola has over 450 registered service locations across the United States and our collective service presence remains significant in the industry. The Motorola Servicer Program is designed to recognize and reward a Servicer's level of commitment and investment in the quality of service provided to our customers. The Servicer program is founded on Motorola's key values and expectations from our Servicers.

Members of the Service Partner Program are required to meet a number of requirements to be admitted into the Motorola Service Partner Program. Depending on the service partner level, each service partner is required to have individuals in their company with the following training and certifications:

1. CET certification, Associates Degree in Electronics Engineering Technology, or equivalent
2. Motorola R56 Certification
3. Motorola Service Specialist Program (Technical Associate) Certification: The Service Specialist Certification Program includes a wide selection of classes from our comprehensive technical training portfolio and includes the following certification and underlying training courses:

P25 System Technical Associate Certification

ASTRO 25® Subscriber Portfolio Overview

ASTRO 25® IV&D System Overview

Introduction to R56

Basic Radio

4. Motorola Service Specialist Technical Certification: This certification includes the following certifications which also include a wide selection of classes from our comprehensive technical training portfolio that must be completed to achieve these certifications.

APX Subscriber Technical Associate Certification

MCC7000 Console Maintenance Certification

ASTRO 25® Repeater Site Lifecycle Maintenance Certification

ASTRO 25® Simulcast Site Lifecycle Maintenance Certification

ASTRO 25® Master Site Lifecycle Maintenance Certification

The Motorola specific training consists of a combination of both online and instructor led training. The instructor led training includes lab work where the technician gets hands on experience with our equipment. Once the training course has been completed, the technician is required to pass the corresponding course exam and the certification lasts for 2 years. After the 2 year period, the technician will need to recertify to keep their certification current. Please note that all technicians must also be certified in the underlying technology for the systems they support.

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Personnel who would support the equipment and implementation in support of Public Safety Communication system infrastructure products and radios would include Project Managers, Engineers, System Technologists, Field Service Engineers, Service Delivery Managers, the System Support Center, and other specialized staff depending on the scope of the project. Motorola Solutions has a full training curriculum as a requirement for each role. Motorola tracks the following training and certifications for the staff tasked with supporting our Public Safety infrastructure in the field: Training Classes to Track: Antenna System Analysis (SRV2012) Astro Ethernet Testing Astro Networking I Astro Firewalls/CEN End-to-End Audio Link Verification LMR Master Basics Network+ Bootcamp Passive Intermodulation R56 Installer/Auditor (NST9257) Security+ Bootcamp Signal Investigation Techniques CompTIA Certifications: CompTIA Network+ CompTIA Security+ ETA Certifications: Antenna System Analysis (ASA) APX Radio Technician (APX) Associate (CETa) Astro 25 RF Site Preventative Maintenance (A25-SPM) Certified Service Manager (CSM) Communication Site Inspector / Auditor (CSIA) Communication Site Installer (R56) Computer Service Technician (CST) Customer Service Specialist (CSS) Data Cabling Installer (DCI) Industrial Electronics (IND) Information Technology Security (ITS) General Communications Technician I (GCT1) General Communications Technician II (GCT2) GTR 8000 P25 RF Site Performance Verification (GTR-SPV) GTR 8000 Repeater Site Technician (GTT) Master CET (CETma) Master Specialty (CETms(RF or IT)) M Core Technician (MCT 7.x) Microwave Radio Technician (MRT) Mobile Communications and Electronics Installer (MCEI) Network Computer Technician (NCT) Network Systems Technician (NST) PIM RADAR (RAD) RF Signal Investigation Techniques (RFSIT) T1 Link Verification (T1LV) Telecommunications (TCM) Wireless (USMSS/TRN/WCN) Wireless Network Technician (WNT)
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Company: Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021 Employer: We've been consistently recognized for our commitment to inclusion and diversity, as well as providing fair working conditions for our employees. Forbes America's Best Large Employers, 2021 FlexJobs Top 100 Companies to Watch for Remote Jobs, 2021 Built In 100 Best Large Companies to Work For, 2021 Built In Chicago 100 Best Places to Work in Chicago, 2021 Human Rights Campaign Corporate Equality Index, 2021 ComputerWorld Best Places to Work in IT, 2020 Fast Company's 100 Best Workplaces for Innovators, 2020 Forbes America's Best Employers for Diversity, 2020 Disability Equality Index Best Places to Work, 2020 Bloomberg Gender Equality Index, 2019 WayUp Top 100 U.S. Internship Programs, 2019 Corporate Responsibility: We've been recognized for our leadership in corporate responsibility, including programs focused on the environment, governance, supply chain and community commitment. Barron's 100 Most Sustainable Companies, No. 19, 2020 Newsweek America's Most Responsible Companies, 2021 The Wall Street Journal Top 100 Most Sustainably Managed Companies in the World, No. 27, 2020 Innovation: Our products and solutions are consistently recognized for excellence in design. To date, we've earned more than 90 awards for distinction in innovation. Fast Company's Most Creative People in Business 2020, Paul Steinberg for APX NEXT APX NEXT digital launch named as a finalist in Fast Company's Innovation by Design Awards User Experience Category, 2020 iF Design Award, 20 awards since 2009 Red Dot Design Award, 19 awards since 2008 Australia Good Design Award, 19 awards since 2009 Japan Good Design Award, 3 awards since 2014 International Design Excellence Awards, 14 awards since 1996 Chicago Athenaeum Good Design Awards, 5 awards since 2014 https://www.motorolasolutions.com/en_us/about/company-overview/recognition.html

17	What percentage of your sales are to the governmental sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
18	What percentage of your sales are to the education sector in the past three years	"Motorola Solutions is a global leader in mission critical communications and analytics. Our technologies in Land Mobile Radio Mission Critical Communications ("LMR" or "LMR Mission Critical Communications"), bolstered by managed and support services, make communities safer and help businesses stay productive and secure. We serve more than 100,000 public safety and commercial customers in over 100 countries, providing "purpose-built" solutions designed for their unique needs, and we have a rich heritage of innovation focusing on advancing global safety for more than 90 years. We serve government agencies, state and local public safety agencies, as well as commercial and industrial customers. Our customer base is fragmented and widespread when considering the many levels of governmental and first-responder decision-makers that procure and use our products and services. Serving this global customer base spanning federal, state, county, province, territory, municipal, and departmental independent bodies, along with our commercial and industrial customers, requires a significant go-to-market investment. Our largest customers are the U.S. government (through multiple contracts with its various branches and agencies, including the armed services) and the Home Office of the United Kingdom, representing approximately 9% and 8% of our consolidated net sales in 2020, respectively. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at www.sec.gov or on our website, https://investors.motorolasolutions.com/earnings-sec-filings/QuarterlyResults/default.aspx "	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions hold numerous state contracts and nationwide frame agreements. Houston-Galveston Area Council (H-GAC) and NASPO Value Point (NVP) are our top valued frame agreements.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions does not have a direct GSA contract for Radio Products.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hennepin County, MN	Sheriff David Hutchinson	612-348-3744	*
City of New Orleans, LA	Ross Bourgeois	504-658-3930	*
City of Aurora, CO	Tracey Kent	303-326-8182	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Name not included	Government	New York - NY	Project 25 (P25) radio system and services	Various	122,100,100	*
Name not included	Government	North Dakota - ND	Project 25 (P25) radio system and services	Various	94,100,000	*
Name not included	Government	Michigan - MI	Project 25 (P25) radio system and services	Various	72,500,000	*
Name not included	Government	Arizona - AZ	Project 25 (P25) radio system and services	Various	71,100,000	*
Name not included	Government	Arkansas - AR	Project 25 (P25) radio system and services	Various	63,500,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	Motorola Solutions has a direct sales force in the United States of over 200 people spread across all 50 states.. This, along with the over 490+ Manufacturer Representative sales people represents our total sales force. We have a presence in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola Solutions has 170+ Manufactures Representative (MR) Sales Partners with locations in all 50 United States, with 490+ individual Authorized MR Sales Representatives. MRs are described in the answer to Line 13.	*
25	Service force.	Motorola utilizes our Field Service Organization (FSO) and a network of over 450 certified service shops that are located across all 50 states. These are both described in the answer to Line 13	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service includes essential services that are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations. Centralized Managed Support Operations The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers. The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets. The CMSO coordinates with the field service organization that will serve the Customer locally. Customer Support Manager	

		A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer. The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services. Repair Depot The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status. MyView Portal Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes: • Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution. • Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online. • Security Update Service: View available security updates. Access available security update downloads. • Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details. The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data. Quality Team Our Quality Team is used as a resource for our customers, and brought in when a customer is having issues with a product or solution that is not being resolved in a timely manner. The Quality team continuously tracks ongoing issues and pushes them to closure when necessary. We have also included the Mission Critical Operations white paper in our attachments for additional information. Response Times Response Times vary depending on the product or system in question, but are in line with the requirements of our customer's expectations.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are equipped and staffed to deliver our products and services to any government customer throughout the United States, and we have a proven track record of taking care of our customer and meeting our commitments that goes back decades.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are not including Canada as a part of this RFP response.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will not be serving any part of Canada within this RFP response.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Within the United States, we will be fully serving all Federal, State, and local government and education entities.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, there are no requirements or restrictions that would apply to the participating entities in Hawaii and Alaska and in US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola values the relationships that are created with our customers and actively engage on a regular basis. We engage at live events, webinars, and tradeshows. In the past, Motorola has hosted webinars explaining the benefits of existing contracts and can do so for Sourcewell. Occasionally on a regional level, contract exclusive promotions are run and advertised through email campaigns. This is also something we can do for Sourcewell.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola Solutions leverages its social media channels on LinkedIn, Facebook, Twitter and YouTube to convey our values and mission. Through our channels, we highlight upcoming product and software launches, customer success stories and leverage marketing content in the form of videos and documents to highlight our commitment to public safety. Customer led programs are sponsored by Motorola to provide a channel for feedback to our users. Motorola's website and e-commerce site have a large presence on the internet housing brand, product and marketing content.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	While it would be great for Sourcewell to market the vendors that are awarded contracts, we do understand that Sourcewell has a large number of participating vendors and marketing for each of them would be prohibitive. If awarded the contract, our direct sellers as well as our Manufacturer Representatives will consistently discuss our products and services and that the Sourcewell contract can be used as a method of purchase with all of our customers. Even if they are not current members of Sourcewell, we will discuss that by joining Sourcewell they will have a contracting vehicle in place that is already competitively bid and priced.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Not all of our products and services are able to be purchased from our e-procurement system (shop.motorolasolutions.com). But all of our accessories and many of our parts are available through that system for our customers to order at any time.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Motorola Solutions has a Learning eXperience Portal (LXP) that encapsulates all that our Worldwide Learning Services (WLS) team. Here you can register for training, complete online training, and track where you are on all required training that you have. We also offer in-person training for specific classes. While training is never required, we highly recommend training be included for customers that will be utilizing a solution for the first time. Our training website can be found here: https://learning.motorolasolutions.com/	*
37	Describe any technological advances that your proposed products or services offer.	For decades, Motorola Solutions has been at the forefront of Public Safety Communications Technology. From an LTE connected 2-way radio to private LTE systems and devices, we are continuously innovating to bring advanced and necessary technology to our customers. We have developed the majority of "firsts" in 2-way communications from before WWII until now. We spent \$686 million dollars on research and development in 2020 to ensure that we stay in that position going forward. The services we offer are comprehensive and available beginning with our System Support Center that is open 24x7x365. We use our Network Operation Center to continuously monitor the systems that we support to identify and issues as soon as they begin. Our Field Service Organization (500+) and our Service Partners (450+ shops) are available to provide the needed services to our customers for project implementations, maintenance, and issue response.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Please find attached the 2019 Corporate Responsibility Report	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please find attached the 2019 Corporate Responsibility Report	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not qualify for any of these certifications, but we partner with WMBE and SBEs regularly.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola Solutions is a public safety solutions company that has been in business over 90 years. Public safety is who we serve. We focus our R&D dollars and time investments on building solutions that are integrated solutions. With all of these solutions, we have created an end-to-end platform and can provide the technology to handle an incident from the time someone picks up the phone to call 911, through case closure. We also offer implementation, managed, and support services to assure that our solutions are properly installed and maintained throughout their lifecycle.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	Warranty covers all products, parts and labor provided by Motorola. For third party products we will flow through the OEM's standard warranty as provided to us.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty does not cover products that fail as a result of liquid, lightning or physical damage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	For infrastructure products, warranty does cover travel and mileage expenses for a technicians to respond on site. Subscriber warranty is provide through our repair depot.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Within the Unites State we are able to serve all geographic regions. We will not be serving any part of Canada within this RFP response.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty covers all products and systems manufactured by Motorola. For any individual drop-ship items, those are covered by the warranty provided by that specific vendor. In other words, for third party products we will flow through the OEM's standard warranty as provided to us.	*
47	What are your proposed exchange and return programs and policies?	Warranty covers the repair and return of products provided by Motorola. Advanced replacement options can be quoted in addition to the standard warranty.	*
48	Describe any service contract options for the items included in your proposal.	Motorola offers Warranty Wrap options for infrastructure systems. This enhances the manufacture warranty to 24X7 coverage and can include monitoring where applicable.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We work with the Motorola Solutions Credit Company to provide financing options for our customers. We have been doing this for over 35 years for our customers to give them a competitive financing option.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes we do accept P-Cards. There is not an additional cost to Sourcewell participating agencies to use a P-Card.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The pricing model we are using in this RFP response is showing percentage discounts off of list price for each product category. The details can be found in the pricing section that has been uploaded with our response. We have also included as an attachment our latest product catalog that shows list pricing for the majority (but not all) of the solutions that we are proposing in this RFP response.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We have provided product-category discount percentages in our attached pricing document. The range of discounts is take off list price.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume discounts or system incentives may be applied based on the size and scope of the opportunity.	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For items that are dropship and not sourced by Motorola Solutions, we supply those items at a cost plus. The percentage we use varies depending on the item.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We have included all components needed for an acquisition within the pricing categories and discounts provided.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery, and shipping are not additional costs. We do not charge those items to government customers.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We have no specific or different freight, shipping, or delivery terms for Alaska or Hawaii. Canada is not a part of our response. Shipping terms are FOB Shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We have no unique distribution and/or delivery methods or options.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Please find our pricing details in the attachments

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	To ensure that we have proper pricing, we will load the Sourcewell contract category discounts into our quoting system so that we can utilize the discounts listed in our response for Sourcewell members. For the quarterly reports, we will work with our Order Management team to set up a specific bid and quote (B&Q) number that will be used when processing all orders under this contract. Then we will be able to utilize that B&Q number for create the quarterly report, and process payment to Sourcewell based off of the amount sold. We are currently doing it this way for the other cooperative purchasing contracts. Only Motorola Solutions and our Manufacturer Representatives will process participating agency purchase orders. Regardless of which of the two processes the order, all purchase orders will be made out to Motorola Solutions.
63	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Total sales in US dollars per category
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We are proposing a 1% admin fee that will be calculated off of total sales under this contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
65	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Below is a list of what is included in our offering. We have also included specification sheets for these solutions. The specification documents include technical information, including the applicable safety or regulatory standards or codes. Land Mobile Radio Systems, Solutions, and Serices Mobile and Portable radios and accessories Base Stations and accessories Radio Dispatch Consoles Interoperability Solutions Fire Station Alerting Solutions and Services Broadband Wireless Infrastructure and Subscribers Radio/Broadband Site Infrastructure (Towers, Shelters, UPSs and Generators) Broadband and LTE Communication Equipment Radio, Broadband, and LTE Implementation and Maintenance Services
66	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We have no sub-categories. All categories of equipment, products, and services are listed above

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
67	Fire or EMS station alerting or paging systems	☒ Yes ☐ No	Yes. We partner with Mach Alert to provide Fire Station Alerting solutions.	*
68	Connectivity and interoperability devices, hardware and equipment	☒ Yes ☐ No	Yes. We are offering Critical Connect as our system to system interoperability solution, as well as control station radios to tie in legacy frequencies to current radio systems.	*
69	Airborne, marine, and underwater communication systems	☐ Yes ☒ No	No.	*
70	Services related to lines 67, 68 and 69 above	☒ Yes ☐ No	Yes. We have included the necessary services to implement and maintain the solutions mentioned in lines 67 & 68.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	Describe the interoperability of your products and services with other equipment, software, and systems, as applicable	Because we follow industry standards across our portfolio, our products are fully interoperable with other systems/devices that follow the definition in the specific standard in question. The standards the our products and solutions follow are listed in Line Item 73. Additionally, our services providers maintain certifications required within each solution (certifications are detailed in Line Item 14).	*
72	Describe how your products and services integrate with other communications and technology components (e.g., CAD, RMS, LMR, etc.)	Aside from meeting what the applicable standard defines for its interoperability requirements, Motorola Solutions has created an end-to-end platform that integrates our solutions from the time someone picks up the phone to dial 911 until case closure. These solutions include, but are not limited to Radio, 911 call handling, CAD, Records Management, Body Worn and In-Vehicle Cameras, Digital Evidence Management, Video Security, License Plate Recognition, Situational Awareness, and Broadband Communications. Because these are all solutions that we develop, we are creating integrations and are not limited to interfacing different solution together. Interfacing typically limits the communication between two solutions because it uses the least common denominator of the information that can pass between to solutions from different vendors. The integrations that we have, and continue, to develop are allowing for greater efficiencies as our customers do their jobs. We have also created a solution called CommandCentral Aware that allows for our radio system to integrate with other vendors CAD and Video solutions to create situational awareness for our customers as the approach a scene.	
73	Describe how your products and services conform to applicable industry standards and required specifications.	The systems and equipment included in this response fully comply with one of the following standards; Project 25 (P25) - http://www.project25.org/ , Digital Mobile Radio (DMR) - https://www.dmrassociation.org/dmr-standards.html , and Citizens Broadband Radio Service (CBRS) standards - https://www.ecfr.gov/cgi-bin/text-idx?SID=960a62ced28f9e89c169ed12daafa030&mc=true&node=pt47.5.96&rgn=div5 .	
74	Describe your use of installation or service partners, if applicable.	Motorola Solutions utilizes both certified internal employees as well as our certified service partner shops to do installs and maintenance. Deciding which we utilize on each opportunity is dependent on the customer, if they have a preference, and the type of project.	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcewell RFP 042021 Pricing.pdf - Monday April 19, 2021 18:16:04
 - [Upload Additional Document](#) - Sourcewell RFP 042021 Proposal Document.pdf - Monday April 19, 2021 18:19:49

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Carrie Hemmen, Territory Vice President & Director of Sales, Motorola Solutions, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_8_PS_Communications_Tech_RFP_042021 Tue April 13 2021 04:33 PM	☒	1
Addendum_7_PS_Communications_Tech_RFP_042021 Mon April 12 2021 06:55 PM	☒	1
Addendum_6_PS_Communications_Tech_RFP_042021 Wed April 7 2021 06:45 PM	☒	1
Addendum_5_PS_Communications_Tech_RFP_042021 Mon April 5 2021 08:18 PM	☒	1
Addendum_4_PS_Communications_Tech_RFP_042021 Thu April 1 2021 03:59 PM	☒	1
Addendum_3_PS_Communications_Tech_RFP_042021 Thu March 25 2021 08:23 AM	☒	1
Addendum_2_PS_Communications_Tech_RFP_042021 Mon March 8 2021 01:20 PM	☒	2
Addendum_1_PS_Communications_Tech_RFP_042021 Fri March 5 2021 12:57 PM	☒	2

**Solicitation Number: RFP #051321****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Motorola Solutions, Inc., 4625 Lake Park Blvd., Salt Lake City, UT 84120 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Software from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires July 27, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warranties for Equipment, Products, and Services furnished are set forth in Vendor's then-current Master Master Customer Agreement which will be made available to Participating Entities at the time of purchase. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Freight, title and risk of loss terms will be as set forth in Vendor's then-current Master Customer Agreement, and related addenda, as applicable, which will be made available to Participating Entities at the time of purchase.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract in the United States. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Vendor will require the use of Vendor's then-current Master Customer Agreement, and related addenda (Equipment Purchase and License Addendum, Subscription Software Addendum, Software Products Addendum, and Maintenance and Support Addendum), as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity, after receipt of notice from Sourcewell or the Participating Entity, and fails to correct such breach within thirty days.

In the event of termination under this subsection 6. D., the Participating Entity will remain liable for contract amounts due and attributable to Equipment, Products, and Services delivered or performed on or before the date of the termination.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees. Sourcewell will provide prompt written notice to Vendor of any claim or suit, and will cooperate with Vendor in its defense or settlement of the claim or suit. Vendor's maximum liability for damages caused by failure to perform its obligations under this Contract is limited to proven direct damages for all claims arising out of this Contract not to exceed the total net payments of Administrative Fees paid under any twenty-four (24) month period during the Term. Vendor's indemnification obligations under the Contract are excluded from this provision. **VENDOR WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT. CONSEQUENTIAL, INCIDENTAL, AND INDIRECT DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOST PROFITS, LOST REVENUES, AND LOSS OF BUSINESS OPPORTUNITY, WHETHER OR NOT THE OTHER PARTY WAS AWARE OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES.**

Vendor's obligations to indemnify or hold harmless Participating Entities will be as set forth in Vendor's Master Customer Agreement, and related addenda.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable United States patent or copyright laws. Vendor's obligations to indemnify or hold harmless Participating Entities for intellectual property infringement will be as set forth in Vendor's then-current Master Customer Agreement, and related addenda.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all

marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary,

Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default (unless a force majeure causes the default):

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a 30 day opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts listed below:

Limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Employers Liability, Commercial General Liability, and Commercial Automobile.

Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. Intentionally Omitted.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right

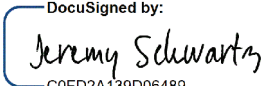
also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

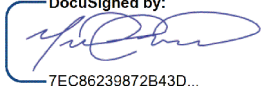
22. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcwell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 7/23/2021 | 6:38 AM CDT

Motorola Solutions, Inc.

DocuSigned by:

By: 7EC86239872B43D...
Micah Applewhite
Title: VP MSSSI & Director of Software Sales
Date: 7/22/2021 | 6:18 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 7/23/2021 | 7:47 AM CDT

RFP 051321 - Public Safety Software

Vendor Details

Company Name:	Motorola Solutions, Inc.
Address:	500 W Monroe St Ste 4400 Chicago, IL 60661
Contact:	Lane Feingold
Email:	lane.feingold@motorolasolutions.com
Phone:	720-338-7624
HST#:	36-1115800

Submission Details

Created On:	Thursday April 08, 2021 11:36:43
Submitted On:	Wednesday May 12, 2021 18:15:18
Submitted By:	Brian Wahl
Email:	brian.wahl@motorolasolutions.com
Transaction #:	4ec238f8-30c4-4542-8341-c3264fc0ec7c
Submitter's IP Address:	104.153.228.65

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Motorola Solutions, Inc	*
2	Proposer Address:	4625 Lake Park Blvd. Salt Lake City, UT 84120	*
3	Proposer website address:	https://www.motorolasolutions.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Micah Applewhite VP MSSSI & Director of Software Sales 10680 Treena St, Ste 200 San Diego, CA 92131 micahapplewhite@motorolasolutions.com 970.368.2775	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Wahl Field Sales Executive 4625 Lake Park Blvd. Salt Lake City, UT 84120 brian.wahl@motorolasolutions.com 708.870.1015	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A. Brian Wahl will serve as your sole contact for this proposal.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	On September 25, 1928, the Galvin Manufacturing Corporation was incorporated as an Illinois corporation. Its name was changed to Motorola, Inc. on May 15, 1947. Motorola was then merged into its wholly-owned subsidiary, Motorola Delaware, Inc. a Delaware corporation, in 1973. Effective January 4, 2011, the name was changed to Motorola Solutions, Inc. Motorola has a long history of providing and supporting public safety operations, supplying our customers with the innovations they need to secure critical information, and best respond in the moments that matter. Motorola Solutions is a global leader in mission critical communications and analytics. Our technology platforms in mission critical communications, command center software and video security, bolstered by managed and support services, make cities safer and help communities and businesses thrive. The proposed Flex solution has supported critical public safety computer operations for 38 years, with numerous customers who have utilized the system for years and even decades. This exceptional customer longevity is a testament to the high level of customer satisfaction with Flex. Today, Flex is used by more than 2,400 public safety agencies across the United States, and our user base continues to expand each year. In fact, in the last two years alone, more than 325 new customers have selected Flex as their software of choice through organic sales – with more than half of all new customers resulting from client referrals, which is a clear testament to our customer satisfaction. Flex's Track Record The Flex team's record of excellence has placed us in a position to lead the industry well into the future. Our commitment to providing world-class service and software to the public safety sphere is demonstrated by the consistent satisfaction of our customers, our continued investment in the solution, and industry-leading support: • We provide technical support in a timely manner – our current customer support response time has averaged less than one hour. • The Flex team is committed to enhancing and expanding our product offerings – with more than 50 integrated software modules. Investment in Public Safety Software To further expand our system functionality, Motorola is working to deliver the most advanced solutions available, with total integration across our entire product portfolio. We currently invest thousands of hours into refining user-requested enhancements, and have committed the resources needed to support our customers today and well into the future: • Roughly 25% of Flex annual revenue is reinvested into software development • Approximately 32% of the entire Flex team is dedicated to evolving the software We are fully committed to developing and refining software solutions that encompass key aspects of public safety operations, including CAD, RMS, Mobile applications, JMS, crime analysis, and more; and we look forward to working closely with each agency to customize the best software solution to meet their unique needs.	*
8	What are your company's expectations in the event of an award?	Motorola looks forward to leveraging the Sourcewell contract for future CAD/RMS/JMS projects in the event of an award.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	As Motorola Solutions, Inc. is a publicly traded company, we are required to release annual audited financial statements that are publicly available on the SEC website. In addition, Motorola Solutions' financial snapshot, audited financial statements, and other financial relevant information is provided on the Company website under Investor Relations. For more information, go to: http://investors.motorolasolutions.com/	*
10	What is your US market share for the solutions that you are proposing?	Currently, Motorola Solutions serves more than 2,800 customers across our public safety CAD and Records solutions.	*
11	What is your Canadian market share for the solutions that you are proposing?	Motorola Solution's Flex CAD/RMS offering does not have any market share in the Canadian market. Flex is only compliant and offered within the US market.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Motorola Solutions has not filed for bankruptcy in any form, nor does it have any current intentions of filing any type of bankruptcy proceedings.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Motorola Solutions manufactures, sells, and delivers the proposed products and services. All of the individuals are Motorola employees.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Criminal Justice Information System (CJIS) Certification (see Table 15). ISO Certification (see Table 15).	*

15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Motorola Solutions, Inc. ("Motorola") asserts that, to the best of its knowledge and belief, that presently, and for the last fifteen (15) years, neither it, its subsidiaries, nor their principals are or have been debarred or suspended from covered transactions by any government entity.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Around the world, Motorola Solutions has been consistently recognized for our technology leadership and business strength. Fortune World's Most Admired Companies, Network and Other Communications Equipment, 2021 The Wall Street Journal Management Top 250, No. 108, 2020 Bloomberg 50 Companies to Watch in 2020, 2019 Government Technology GovTech 100, 2021	*
17	What percentage of your sales are to the governmental sector in the past three years	The entire Flex organization is devoted to the development, service, and support of the only product we offer – our community safety software. We are committed to providing the public safety professionals we serve with the best products and services in the industry, and believe that the only way to do so is to focus exclusively on this specific needs. Many of our employees are former members of the public safety community, which provides them insight into industry standards and needs that could come from nowhere else.	*
18	What percentage of your sales are to the education sector in the past three years	Motorola Solutions is exclusively dedicated to community safety software, which we also provide to the education sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Motorola Solutions maintains cooperative agreements through the NASPO Valuepoint (# 06913) and H-GAC (RA05-18) to allow agencies to procure our products without having to go through the tedious process of soliciting, gathering, and analyzing multiple vendor responses to a formal RFP. Our cooperative agreements have already been competitively bid and aggressively negotiated to pass along favorable contract terms, discounted pricing, and time savings to the procuring agencies who use them. HGAC averages \$50M per year from 2018 through 2020, and NASPO Valuepoint sales have averaged \$100M per year in the same timeframe.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Lewiston Police Department, ID	Suzanne Banks	208.746.0171	*
Cowlitz County Sheriff's Office, WA	Chief Deputy Troy Brightbill	306.577.3092 ext. 7243	*
Nampa Police Department, ID	Carmen Boeger	208.697.3774	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Chesterfield County	Government	Virginia - VA	Full Deployment	Over \$1M on average	\$16,256,580.96	*
Loudoun County	Government	Virginia - VA	Full Deployment	Over \$1M on average	\$14,596,033.90	*
City of Oakland	Government	California - CA	Full Deployment	Over \$1M on average	\$9,399,467.00	*
Baltimore County	Government	Maryland - MD	Full Deployment	Over \$1M on average	\$7,602,689.00	*
York County	Government	Virginia - VA	Full Deployment	Over \$1M on average	\$7,136,219.90	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
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23	Sales force.	Motorola has approximately 1000 direct (Motorola badged) sales employees. In addition, Motorola has a Manufacturer's Representative (MR) channel consisting of over 100 entities that cover the United States. These MRs help primarily with Sales activities although services and sales associated with this contract will flow directly through Motorola. Including the MR channel, Motorola has sales and service representation in all 50 states.	*
24	Dealer network or other distribution methods.	Motorola has sales channel partners although products and service delivery is managed directly through Motorola Solutions. The channel patterns are located across the United States, in every state.	*
25	Service force.	Motorola employs approximately 100 customer support and service associates specifically dedicated to troubleshooting and assisting our software customers with issues that arise. Located in Utah and in Illinois, these teams are ready to help remotely and will travel to customer locations when appropriate.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Software Maintenance and Support The Flex team employs highly trained customer service agents dedicated to ensuring our customers' systems run smoothly. We also provide a variety of ways for customer agencies to access these support professionals. Toll-Free Hotline Support The Flex team provides a toll-free number for exclusive use by certified system administrators. Each call is routed through support staff to ensure immediate assistance and maximum customer satisfaction. Help Desk Support The Flex team has also established a Help Desk, designed specifically to provide telephone assistance to our software customers. Trained Help Desk personnel are available during standard business hours, Monday through Friday, to provide quick answers to questions and immediate assistance with basic system issues. Coverage Options Both standard and extended support coverage options are available to ensure customers have the access they need. Standard coverage includes support Monday through Friday, excluding holidays, during normal business hours. Extended coverage is available for a small additional charge, and includes support 24 hours per day, 7 days per week, 365 days per year. For those customers who do not elect extended coverage, after-hours support is still available. However, it is subject to charges, according to the current Flex fee schedule outlined in the Support Agreement. The Flex team employs industry-leading support professionals who are available at all times to address any concern for our customers. As a company practice, we do not outsource any of our support or customer service operations. Instead, all customer service questions are handled directly from Flex corporate headquarters in Salt Lake City, UT. This allows our support staff to interact closely with our developers and product instructors for answers to complex questions. Customer Success The Customer Success Advocates (CSAs) provide ongoing, active engagement with an agency from deployment through renewal or expansion to maximize usage, value and product satisfaction. The Customer Success Advocates (CSAs) will engage regularly with the customer throughout the service contract. The goal of this engagement is to evaluate customer sentiment, provide insight on progress toward agency goals and outcomes and answer questions that exist outside of support engagement. In addition, the CSA will provide ongoing customer communication about progress, timelines and next steps and assist the customer in navigating MSI processes to help them achieve their goals. Example Activities Include: -Partner with an agency to identify and document their goals and objectives around the purchase of the software solution. -Participate in Deployment to Service handover calls for each customer launch (both Internal and customer facing calls) -Validate that the primary customer contacts have the information needed to maximize engagement with Motorola Solutions. -Serve as Customer Advocate (Post Implementation) -Drive Customer Adoption & Value Maximization (post implementation) -Provide Acct/Customer Escalations (Post Implementation) -Conduct customer Sentiment Check-Ins (Post Implementation) -Support the customer throughout the life cycle of the service contract and act as a point of escalation between MSI and customer, as required -Assist in coordinating the application of software updates, as required	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Motorola is willing to provide the products and services contained within the RFP response to the Sourcewell Participating agencies in the United States. As one of the largest providers of public safety technology, Motorola is uniquely positioned to provide the requested software solutions to Sourcewell participating agencies.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Motorola is not willing to provide products or services to Canada through this agreement.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	If awarded, Motorola will not be serving Canada or US territories through this agreement.	*

30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No specific requirements apply to Alaska or to Hawaii.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Motorola does not market externally to promote specific contract opportunities. If awarded, Motorola will promote the usage of this contract internally to our 1000+ person salesforce and partner channels (if appropriate).	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Motorola is not planning on digitally promoting the use of this contract.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's role in promoting this contract is 3 fold: 1)Build credibility of the contract and promote directly to potential customer base. 2)Provide sufficient justification illustrating the competitive nature of the bid and guidance on how this satisfies the competitive requirements that typical State and Local government procurement departments require. 3)Provide an easy and clear conduit for vendor sales and interested customer entities to search and verify pricing and contractual documents.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The solutions provided in our response are specifically configured for each user agency, and therefore not available through an e-procurement ordering process. One of our ~1000 salespeople teamed with a software engineer and implementation team will be able to guide the participating agencies through the ordering and implementation process.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Thorough initial training is critical to the successful operation of any public safety software system and comes standard with product purchase. Well-trained users input data more efficiently, make fewer mistakes, and generally contribute more to agency objectives. Our approach to training ensures the agency has an optimal understanding of how to maximize its use of the solution. Experienced Instructors Flex trainers are committed to providing professional guidance to each individual they serve. Most of our trainers are current or former public safety professionals, and are familiar with the challenges that public safety agencies face. Many served as SAAs during their tenure with their own agencies, and our customers benefit greatly from their expertise in using the system. These experienced professionals work closely with project administrators to determine the agency's specific training needs, and to customize a plan that will meet and exceed those needs. End User Training Our training philosophy is based on the idea that working directly with the software is the best way to learn its functionality. End user training consists of classroom instruction, written exams, practical exercises, and interactive discussion forums. In the classroom, the Flex instructor reviews documentation, software maintenance policies, and the correct procedures to follow for timely maintenance response. This ensures that maintenance is addressed efficiently by both the customer and Flex personnel. The written exams evaluate conceptual understanding, and the practical tests evaluate the end user's ability to operate the software. System Administrator Training The agency's SAA offers specialized training courses and documentation. SAA. These courses include instruction on basic application administration, system fundamentals, maintenance operations, code table setup, and project team development. The SAA typically has "super user" privileges, which allow them to perform any task at any time (for example, maintenance, security, and user application). The SAA also assists users with system applications, and operates a help desk for system issues. Onsite Training Meeting The Flex team's training coordinator meets onsite with agency representatives to finalize the training schedule for agency approval and conduct a workflow analysis designed to prepare Flex trainers for unique agency needs. Web-Based Training Flex offers a variety of web-based training resources to help users learn critical skills and facilitate continuing education beyond implementation and Go-live. All of our customers have access to a full, online learning management system (LMS). This online resource, which is available in various tiers to meet your agency's specific needs, features a	

modular platform with a range of topics to enhance the continuing education of personnel. Agency staff have ready access to the following:

- Short video tutorials
- Quizzes (customizable to reflect your agency's workflow)
- Administrator audits and reports to ensure user accountability
- Other tools to optimize learning

The Flex team also conducts periodic web demonstrations. This education is traditionally provided through a conference call, in which agency personnel follow along at their own workstations. Our team of highly skilled trainers leads web sessions focused on our fundamental software products, in addition to new features and products that are still in the development process.

Summit Conference - Additional Cost

For additional training and continuing education, agency representatives can attend Motorola's annual Summit Conference, which provides opportunities to receive in-depth instruction, assess new products and services, and network with other public safety professionals. In 2019, more than 1,200 people attended the conference, representing more than 370 customer agencies nationwide.

During Users' Conference, the Flex team traditionally offers more than 170 hours of Flex-focused classes over a three-day period:

- Courses are organized according to specific module, or Flex product; for example, CAD, Mapping, Jail, and Response Plans.
- Training targets System Administrators specifically, in addition to beginning, intermediate, and advanced users of the software.
- In-depth discussion forums for administrators promote efficiency and help agencies realize the full value of the system.

Each year, many of our client success managers, support personnel, and trainers attend User's Conference to offer immediate answers to our customers' unique needs. With expert-led instruction and hands-on training, users can learn how to truly maximize their system proficiency, streamlining daily operations and improving results.

MySpillman and Knowledge Center

Personnel can also access their personal MySpillman page at www.spillman.com. This site provides many special support features, including a problem management center for submitting support requests, our searchable Knowledgebase. This online knowledgebase contains:

- Troubleshooting solutions to various customer issues
- Clearly defined documentation and user manuals
- Downloadable ad hoc reports
- Flex community message board, which allows agencies to exchange information with other Flex users

All of these features, combined with our unrivaled support department, give agencies the ability to troubleshoot issues without having to call customer support, but also provide a safety net in the event agency personnel cannot resolve an issue on their own which gives agencies both independence and peace of mind.

Our online Knowledgebase is accessible to all customers, and is designed to enhance support and training opportunities. Agency personnel can easily find information to aid in the operation of the system and solutions to common troubleshooting issues. Our Knowledgebase also includes instructional materials designed to augment usability and create training opportunities. The MySpillman feature allows agencies to search thousands of Flex records including, but not limited to:

- Educational documentation
- User manuals
- Popular support issues
- Common problem records
- "Spillman in Action" case studies
- Media coverage
- Press releases

Agencies can leverage the knowledgebase by entering search criteria in a variety of fields to expand user understanding, improve system use, and network with other Flex customers to address common concerns. These fields include:

- Document number
- Error number
- Executable or software version
- Category or subcategory
- Record type
- Keywords

The agency will have many options when it comes to receiving Flex support, whether performing a quick search through the Knowledgebase, or following the detailed guidance of a technical analyst. Our online Knowledgebase will prove a valuable asset as the agency moves through training and into the live stage of the project.

37	Describe any technological advances that your proposed products or services offer.	Consolidated Records CommandCentral aggregates and intelligently organizes all of your agency's digital content in one place. By bringing together all of your digital evidence from a variety of different systems - from audio logs and photos to citizen and security footage - you can simplify content management and streamline workflows. Integrated Call Control Motorola Solutions offers a more efficient call management approach by integrating call handling into CAD and easing the call taker's already stressful job. The result is a more efficient workflow that saves time. The call taker minimizes keystrokes, reduces errors, and speeds response. Now, answering a call, creating an incident, and dispatching and releasing a call can be accomplished in as few as four keystrokes – all from one workstation. Interoperable Software Interoperability helps increase the speed and accuracy in managing 9-1-1 incidents, offering the call taker greater confidence and a richer user experience. Increase Efficiency The integration of call handling and CAD makes it easier for the call taker to manage the 9-1-1 call while remaining in the CAD screen. For example, when transferring a 9-1-1 call with the CAD incident data from one position to another, there are multiple steps involved. Plus there is uncertainty whether all the information is transferred. With integrated call control the transfer occurs by pressing one button and the complete CAD incident is transferred with the call. The screen opens and populates with the call details including any comments. There is no retyping of information, saving valuable time and reducing the risk of errors. Benefit from One Map Separate 9-1-1 and CAD systems often come with separate maps that don't communicate with one another. With integrated call control, the call taker benefits from one, consolidated, multipurpose map. You can easily view the location of calls received and resources available. Calls are coded by call type: incoming, answered and completed, making it easy to view call patterns and quickly identify any new calls unrelated to a known incident, improving coverage in real time. Save Time, and Gain Peace of Mind Multiple vendors may mean multiple computers at each position and complex cabling which translates to agency headaches. Reduce IT support and costs by reducing hardware at each position. With Motorola Solutions, 9-1-1 agencies have one vendor to contact for support for NG9-1-1 and CAD. Whether by phone, email or online, we are committed to providing a quick response and answers to resolve questions and issues. Motorola Astro Radio Location Integration Reliable Personnel Locator The Flex Motorola ASTRO Radio Location Integration offers reliable officer location tracking by showing Global Positioning System (GPS)-enabled subscriber devices in Flex's mapping software. This allows dispatchers and other officers to locate field personnel, even if a responder has to leave the vehicle. The Flex CAD and Mobile Automatic Vehicle Locator (AVL) maps display not only the current location, speed, and heading of the radio, but also the time since the radio moved locations. A grey box will appear around the device icon to show others that a user has not checked in for a set amount of time. Efficient Status Change Alerts With the ASTRO Radio Location Integration, first responders can request assistance or backup by using the emergency button on GPS-equipped Motorola radios. When a first responder presses the emergency button, all CAD and Mobile AVL maps zoom to that device, which will flash in a red, alerted status. The integration also provides field personnel with up- to-date information on the location of other available field personnel. New Device Integration Personnel can easily add new radios without worrying about setup time. As new devices are added to an agency's Motorola ASTRO system, they will be automatically added to the Flex AVL system and will appear on the CAD map.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We Are Reducing the Environmental Footprint Of Our Operations · We have reduced our carbon footprint by 45% and our energy use by 28% since 2005. · In northern Illinois where we are headquartered, 40% of our electricity comes from renewable energy. Worldwide, it's 23%. We Are Supporting Sustainability in Our Supply Chain · We expect our suppliers to adhere to our supplier Code of Conduct, which includes workplace standards and requires the disclosure of all materials used in products. · We monitor compliance with our code through an assessment and audit program; we have conducted 240 detailed on-site supplier audits over the past five years. · We are collaborating with our industry on better ways to measure supplier greenhouse gas (GHG) emissions. We Are Making Our Products with More Environmentally Preferred Materials · We voluntarily extended our compliance with the European Union's restriction of the hazardous substances (RoHS) directive to cover all newly designed professional and public safety two-way radio products as well as our mobile and wireless products for the enterprise, regardless of where they are sold worldwide. We Are Committing Ourselves to Important Climate Change Initiatives · We were a founding member and the first global member of the Chicago Climate Exchange

		(CCX)—an innovative, voluntary but legally binding GHG emissions reduction, registry and trading system. · In 2007, we committed to CCX Phase II, agreeing to track and report our GHG emissions, and achieved a 6% reduction by 2010 from our 2000 baseline. This commitment, and the additional international operating locations it includes, made Motorola the first global member of the CCX. · Since 2004, we have participated in the Carbon Disclosure Project, which encourages companies to report on GHG emissions and actions to mitigate them. · We are a member of the Global e-Sustainability Initiative (GeSI), an industry effort to improve the sustainability and energy efficiency of the Information and Communications Technology (ICT) sector. We Are Helping Our Customers Reduce Both Their Costs and Carbon Footprints · Our mobile computers, enterprise digital assistants, radio frequency identification (RFID) handheld terminals and bar-code mobile terminal scanners help streamline supply chains, operations and distribution. · Our GPS and other logistics products help drivers navigate the most efficient routes possible—reducing fuel costs and CO2 emissions. · Our mobile computers cut wasted time and fossil fuel by empowering mobile workers and first responders with the ability to capture and exchange critical information remotely. · Our Mobility Services Platform lets IT personnel update, trouble- shoot and maintain all mobile devices from their desks—eliminating unnecessary travel, shipping and delays. · Our MTS1 TETRA Enhanced Data Service base station consumes less power than a 100 watt lightbulb, is manufactured with lead-free solder and boasts a compact design that reduces shipping costs. We Are Partnering with Municipalities And Utilities In Energy-Saving Initiatives · In 2009, we installed the first-ever hydrogen fuel cell backup power system in more than 100 TETRA base stations in Denmark. This environmentally friendly solution ensures mission-critical and emergency operations have continuous communications available during power outages with a quiet system that emits only water vapor. · Our wireless broadband networks provide communities with rapidly deployed Internet access that eliminates the need for above- or below-ground, wired or cable infrastructure. · We are currently partnering with electric utilities to enable the wireless communications infrastructure to create a smarter grid. We are contributing to the smart grid solution with secure broadband data communications for better management of the world's energy production, distribution and consumption. We Are Improving the Energy Efficiency of Our Products · Our super-efficient, lithium-based batteries allow the use of almost 100% of the available energy. They also never need to be reconditioned or recalibrated—meaning energy isn't wasted in maintenance. · The power supplies for the majority of our mobile computers meet the European Union's Level V efficiency standards (equivalent to Version 2 of the U.S. Energy Star standard). · Our products' programmable features like standby mode, low-rate polling, "face-down" modes and variable backlighting save battery power and keep the device operating longer between charges, and our System Development Software Kits provide energy-saving recommendations. We Continue to Create New Ways To Reduce Waste And Facilitate Recycling Of Our Packaging Materials · We are reducing our product packaging and offering bulk solutions to minimize shipping volume and decrease shipping costs. · Our packaging materials are stamped with internationally recognized recycling symbols. · We have established a scorecard to help our supply chain implement Motorola's green packaging initiatives. We Have Developed Special Programs to Support Our Customers And Partners In Their Environmental Efforts · Our Green Channel Partner Program is a first-of-its-kind green certification program, developed to increase our channel partners' knowledge about sustainability. · With our recycling program, customers can dispose of used equipment responsibly. Just ship the equipment back to us, and we'll make sure it doesn't end up in a landfill. In fact, we'll provide proof of its responsible, end-of-life management. What Others Say About Us · Newsweek ranked Motorola Solutions No. 18 on its 2011 Green Rankings of the 500 largest U.S. companies, based on each company's environmental footprint, policies and practices. · In 2011-2012, we were selected as a member of the Dow Jones Sustainability Indexes. · In 2010, we received the Green Power Leadership Award from the U.S. Environmental Protection Agency (EPA) for raising the bar in green power purchasing. Motorola was one of four organizations to receive the award. · The Carbon Disclosure Project's Carbon Disclosure Leadership Index has commended Motorola for its approach to climate change disclosure. · Corporate Responsibility magazine ranked Motorola No. 50 in its 2011 "100 Best Corporate Citizens" list for nine of the past 11 years. · Climate Counts, a non-profit organization that helps consumers by providing scorecards that rate companies' efforts to tackle climate change, rated our efforts at the highest category, "striding." · Our global environment, health and safety (EHS) management system is certified to meet both the international environmental management systems standard ISO 14001 and the international occupational health and safety management system standard, OHSAS 18001. · We have received EHS awards and recognition from numerous countries, including Brazil, China, Germany, Israel, Japan, Mexico and the United States.	
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A This does not apply to software.	

40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a publicly traded company rather than a diverse business, we do not hold these certifications. However, please see our Supplier Diversity Commitment Statement in Exhibit 5.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Motorola is the only vendor that can provide solutions from 911 call origination to case closure for our public safety first responders. This leads to streamlined workflows, reduction of data entry, increased efficiency and transparency, in addition to quicker response to help the citizens in our communities.	*

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services	Performance and Reliability Standards 1. Overview The following outlines the performance and reliability standards for the System. In the event of a conflict between the terms and conditions of the following and the License Agreement, the terms and conditions of the License Agreement shall apply. 2. Performance Standards Subject to the terms and conditions in the Agreement, Motorola Solutions will ensure that during the Project the System meets the performance standards stated herein in all material respects. 2.1 Performance Standards Assumptions and Exceptions All performance standards are based on the following assumptions: The Flex Software is configured and maintained according to Motorola Solutions' recommendations for networks, servers, workstations, storage systems, system and application configuration, as well as for database maintenance The workstations used to access the Software meet the recommended Flex workstation specifications The servers housing the Flex Software meet the recommended Flex server specifications The storage system storing the database and application files meets the recommended storage system specifications A maximum average round-trip latency (as measured by "ping") of 10ms between client workstations and the Flex server Performance standards are not guaranteed in the following conditions: The physical integrity of the network (bad cables, etc.), other applications competing for bandwidth, or issues with switches and routers which can cause network noise, throughput drop-offs, or network activity spikes Third party applications operating on workstation clients negatively influence response times of the Flex Software Anti-virus scanning software configuration, client registry errors, firewalls, and spyware negatively affect performance Network and system diagnostic testing affects performance Functions requiring responses from external data sources, such as queries to external systems, which may take longer based on the responsiveness of the external system and the network 2.2 Measurement of Transaction Response Times Transaction response times are measured from operator action until visual response or operation completion. 2.3 Flex CAD Performance Standards The CAD performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions: CAD client workstation to the Flex Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the Customer meeting the CAD performance assumptions, Motorola Solutions commits to the following response times during the Project:

An average of less than 1 second for the following Dispatcher commands executed purely from the command line:

Unit Status Update

Dispatch Unit

Call Comment

Update Call Status

Close Call

An average of less than 3 seconds for the following Dispatcher commands:

Geoverify Address (from Add Call screen)

Initiate New Call (open Add Call screen, no address)

Call History (Incident History)

Unit History

From the Add Call Screen or the Call Information screen, an average of less than 5 seconds for the following amplifying information

Previous calls at address

Duplicate calls at address

Names with alerts at address

Warrants at address

Address alerts

Many factors influence response time, including network latency, map display complexity, and interaction with external systems and data volumes retained on the production database servers. The majority of the CAD application commands will meet the criteria stated above. However, commands requiring responses from external data sources (i.e., queries to external systems) may take longer based on the responsiveness of the external system and the network. With regard to external database queries, the System will meet the performance requirement in most cases. However, due to factors such as network latency and external system responsiveness, it is not possible to commit to the response time for all ad hoc external database query requests. Notwithstanding this provision, Motorola Solutions will resolve, in accordance with the requirements of the Agreement, problems or Defects caused by Products and/or Services provided by Motorola Solutions that interfere with, or impede, the System's ability to achieve the performance standards as stated herein.

Please note that Motorola Solutions cannot guarantee response times when the transaction depends on the performance of the network, load on external systems or any external systems (e.g., queries to state databases) outside the responsibilities of Motorola Solutions, as defined by the Agreement.

2.4 Flex Mobile Performance Standards

The Mobile performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions:

Either a commercial or managed IP-based wireless network with average data rates of 256 Kbs between the Flex Mobile client and the Flex server

Acceptable performance for mobile transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

Subject to the Customer meeting the Mobile performance assumptions, Motorola Solutions commits to the following response times during the Project:

The frequency of dispatch updates is configurable. The default configuration is set to 15 seconds, thus the maximum time between dispatch updates is less than 30 seconds.

Query response times are directly related to network latency and bandwidth. When Mobile network performance assumptions are met indexed query responses, unit history and call history lookups, and message transactions are less than 7 seconds

Note that the Mobile response time does not apply to the following:

Records with images or attachments, such as mug shots. For example, a 1 MB mug shot will take approximately 32 seconds to download over a 256 kbit/s connection or approximately 16 seconds to download over a 512 kbit/s connection. (<http://www.download-time.com/>)

Queries to external systems

Functions that are size and complexity dependent (i.e., report generation)

2.5 Flex RMS Performance Standards

The Flex RMS performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions:

RMS client workstation to the Flex Server must maintain a constant connection speed of 100 Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to the above-noted assumptions and exceptions, Motorola Solutions commits to the following performance standards during the Project:

Basic Query (Indexed Search) and Select Response Times

With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the RMS system will complete the majority of activities with a transaction Response Time of 3 seconds or less.

Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with an average response time of 1 second or less.

Extended Records Query (Non-indexed Search)

The Flex RMS allows searching on un-indexed fields. The response time for un-indexed searches varies greatly and depends on the amount of data stored in the database, the search criteria, and the position of the matching records in the table. An exact response time cannot be guaranteed, but the Flex RMS will search approximately 1,000 records in less than 7 seconds.

Name Query with List Response

When configured to show a list response the Flex RMS will complete a names search in less than 7 seconds

2.6 Flex Field Reporting Performance Standards

The Field Reporting performance standards are based on the Performance Standards Assumptions and Exceptions and the following additional assumptions:

Either a commercial or managed IP-based wireless network with average data rates of 256 kbit/s between the Flex Field Reporting client and the Flex server

Acceptable performance for AFR transactions shall be defined as achieving two-way (query and response) transactions on a channel without congestion (i.e., no delay for channel access due to traffic contention)

These performance standards do not apply to third party Field Reporting applications that interface with the Flex system

The form load time will be very dependent upon the mobile/Field Reporting client workstation hardware memory and CPU specifications required by the application.

Subject to the above noted assumptions and exceptions, Motorola Solutions commits to the following performance standards during the Project:

Field Reporting queries to the Flex Server over the LAN will be completed within 7 seconds. Field Reporting queries to the Flex Server over-the-air (wireless network) are not subjected to the 7-second response time due to wireless network traffic and server response.

Selecting drop-down menu pick-list items will be provided within 1 second. A few large pick-list items will be provided within 7 seconds.

Generation and display of report forms from the "New" report screen will be provided within 30 seconds.

Generation and display of report forms from the "New" report screen will be provided within 12 seconds, with the exception of the first time the form is displayed after logging into Flex Mobile, for Mobile clients that meet or exceed Motorola Solutions' Mobile Client hardware recommendations.

Field Reporting Workflow, Retrieval and Submissions

Loading of existing saved draft reports, reports from a user's inbox and submission of reports may take longer than 30 seconds. The time for submitting and saving reports to the Flex Server may also exceed 30 seconds. This transaction time will be contingent upon the number of included data elements in a draft or completed report, any media attachments associated with the form, and the number of reports a user allows to be queued in their inbox.

2.7 Flex JMS Performance Standards

The Flex JMS performance standards are based on the general assumptions and exceptions and the following additional assumptions:

JMS client workstation to the Flex Server must maintain a constant connection speed of 100Mbps for optimum performance, since response time for query transactions, searches and canned reports will depend greatly on the network connection speeds

Subject to above noted assumptions and exceptions, Motorola Solutions commits to the following performance standards:

		Basic Query (Indexed Search Only) and Select Response Times With the exception of large reports or database searches that cover a time span of a week or more and excluding network communication times and other delays beyond the Licensed Software control, the JMS system will retrieve and display the first matching record in 3 seconds or less. Data entry operations (i.e., manual entry of information into data entry fields) and option selections (e.g., selecting one or more alternatives from drop down menu, with a pointing device or keyboard command) are completed with a response time of 3 seconds or less. Inmate Quick Search The Inmate Quick Search displays a list of inmates that match the entered search criteria. For indexed searches, the Inmate Quick Search is completed with a response time of less than 7 seconds. 3. System Availability Flex software has consistently operated in a 99.99% to 99.999% rate of uptime for many years. For the past 12 months, Flex customers as a whole have averaged an uptime of 99.9968 (excluding planned downtime for updates). That said, because performance of the Flex application is also dependent on hardware, operating systems, and other non-Flex systems, we hesitate to guarantee a defined system availability level. Motorola Solutions is firmly committed to the continued development of our extremely reliable public safety software, and stand by the products we currently offer to more than 2,100 customers across the United States. We will work closely with the agency to ensure proper expectations are established. The calculation of system uptime excludes planned downtime for maintenance, patches, and upgrades. System uptime is a measure of software uptime and excludes downtime caused by factors outside the control of the Flex software, such as power outages and hardware failures. 4. System Reliability Motorola Solutions commits that the System will operate in material conformity with the performance standards described herein and the requirements as defined in the Agreement through Final System Acceptance. Should the System fail to meet these requirements, upon notice from the Customer, Motorola Solutions will take appropriate steps to bring the System back into compliance by correcting the problem.
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Flex Severity Levels - Confidential Motorola Solution's services and response times are based on the severity levels of the error a Flex customer is experiencing, as defined below. This method of response allows Motorola Solutions to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by the Flex Support team. Due to the urgency involved in some service cases, Motorola Solutions will make every commercially reasonable effort to provide a temporary, or workaround, solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release. Please note that the table below may be subject to change at any time. In the event the table below changes, the new table will be automatically incorporated and supersede the previous table, as though expressly written herein. Severity Level 1) Total System Failure – The System is not functioning, and there is no workaround; such as a Central Server being down, or the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No workaround or immediate solution is available. -Response Time Level 1) Telephone conference within 1 hour of initial voice notification. Severity Level 2) Critical Failure – A crucial element in the System that does not prohibit the continuance of basic operations is not functioning, and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features. -Response Time Level 2) Telephone conference within 3 business hours of initial voice notification (during normal business hours). Severity Level 3) Non-Critical Failure – A System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features. -Response Time Level 3) Telephone conference within 6 business hours of initial notification (during normal business hours). Severity Level 4) Inconvenience – The System causes a minor disruption in the way tasks are performed, but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests. -Response Time Level 4) Telephone conference within 2 standard business days of initial notification.

44	Describe any service or support contract options for the items included in your proposal.	The Flex team's extensive training, support, and maintenance services are unparalleled in the public safety industry. Our ongoing commitment to customer support includes the use of advanced technology by trained customer service agents dedicated to responding to customer issues. Toll-Free Hotline Support Motorola Solutions provides a toll-free number for use by certified System Applications Administrators. Each call is routed through support staff to ensure immediate assistance and maximum customer satisfaction. Software Support The Flex team offers both standard and extended technical support coverage options for customer agencies. Standard coverage includes support from 5:00 a.m. – 6:00 p.m. Mountain Time, Monday through Friday, excluding holidays. Extended coverage that consists of support 24 hours per day, seven days per week, is also available for an additional charge. After-Hours Support For customers who do not select extended coverage, after-hours technical support is still available, but is subject to additional charges. Flex support personnel are on-call 24 hours per day, seven days per week, including holidays to ensure that agencies can find resolutions to their problems during critical situations. Annual Support Includes "Bug" Fixes A bug is defined as any failure of the Flex software to conform in all respects to the Flex software documentation. When bugs occur, the software is modified by Flex development or support personnel, or new routines are developed, at no charge to the software support customer. Bug fixes are provided on an as-needed basis throughout the year. First Year Support Included in Purchase Price The price of the software includes the cost of the first year's software support with standard coverage hours. The first year is defined as the 12 months immediately following project Go-live. First-year software support is not included in the price of any future add-on modules. Maintenance, prorated to the normal contract billing date, is billed in addition to the price of the module. Software Release Updates Flex-licensed software enhancements and releases may be provided as part of a current maintenance and support agreement with Motorola Solutions. The Flex team typically schedules releases approximately every four months. All of our customer agencies receive update notes and information prior to any release to help them prepare for upcoming releases. The Flex team employs industry-leading support professionals that are available to answer any concern for all of our customers. As a company practice, we do not outsource any of our support or customer service operations. Instead, we respond to all support and customer service requests directly from our corporate headquarters in Salt Lake City, UT. This allows our support technicians to interact closely with our developers and product instructors for answers to complex questions as necessary.
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
45	What are your payment terms (e.g., net 10, net 30)?	Motorola's standard payment terms are net 30.
46	Describe any leasing or financing options available for use by educational or governmental entities.	Motorola offers financing options at various terms through Motorola Credit Corp (MCC) at competitive rates. Many of our software solutions are offered as a service (SaaS) which provides flexible and predictable expenditures over time.
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	In Motorola's order entry process, each order requires a contract number prior to order submission. This contract number will be specific to Sourcewell, and will be used to track the sales volume associated with the contract. This is the same tried and true method we have used to track and report sales via the NASPO and HGAC contracts for over a decade. Our dealer network will not be eligible to use the Sourcewell contract. Any sales via our Manufacturer's Representative (MR) channel will be written on Motorola paper and will go through the normal Motorola order entry process, which will allow us to track and report all sales via Sourcewell accurately.
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted. There is no additional cost to Sourcewell or participating entities if this process is used.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Pricing for our software solutions is calculated based on the number of full-time employees, agencies involved, interfaces, and requested product enhancements.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Product/Service Description Customer Discount Computer Aided Dispatch (CAD) 10.00% Records Management System (RMS) 10.00% Jail Management (JMS) 10.00% Hub (System Core) 10.00% Mobile CAD 10.00% Mobile Field Reporting 10.00% Mobile Forms 10.00% Dashboards 10.00% Command Central Aware 10.00% Resource Management 10.00% Evidence Management/Barcoding 10.00% Command Central Community 10.00% Project Management Services 0.00% Installation Services 0.00% Training Services 0.00% Annual Support & Maintenance 0.00% New Product Modules 10.00% Hardware 5.00% Interfaces 10.00% Custom Interfaces 5.00%	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Discounts above and beyond what is listed in the table will be considered on a case-by-case basis. Additional discounts can be applied based on volume, quantity, timing, or other customer and business needs.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Motorola will work directly with a customer on "sourced" products or related services. A quote will be provided with the pricing based on the amount of time required to complete the custom work.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All of our pricing has been listed in the table for question number 50. We provide the pricing to install and support all software components.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Motorola does not charge additional costs for freight, delivery, or shipping.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Motorola does not have any separate freight, shipping, and delivery terms for Alaska and Hawaii. We have opted to not offer this contract in Canada and other US territories.	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	There are no unique distribution and/or delivery methods or options offered in the proposal.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
57	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	As described in the answer to question 47, Motorola finance will run a report quarterly that captures the contract usages associated with our Sourcewell contract number. This report will be sent to Sourcewell for validation and approval prior to administrative fee payment.	*
59	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	It is in Motorola's best interest to source as much business as possible through Sourcewell. Sourcewell will help provide beneficial pricing to the customers and a clear procurement path. We will determine the success of using the Sourcewell contract by measuring the sales volume against other less established contract procurement vehicles that are currently in place at Motorola.	*
60	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Motorola proposes an admin fee of 1.5% of Motorola sales through the Sourcewell contract. This aligns with other frame contracts that we have in place.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
61	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	See Exhibit 4 for a detailed description of the following equipment, products, and services: General Functionality Computer-Aided Dispatch Records Management Mobile Data Computing Jail Management Resource Management Fire and EMS Additional Interfaces FairCom Ctree Database Services Overview Hardware components provided through our partner, Solutions II	*
62	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of the subcategories of solutions have been included in the pricing table on question 50 under table 11.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
63	Computer Aided Dispatch (CAD)	☒ Yes ☐ No	Offered	*
64	Records Management Software (RMS)	☒ Yes ☐ No	Offered	*
65	Learning Management Software (LMS)	☒ Yes ☐ No	Offered	*
66	Situational awareness and information management systems	☒ Yes ☐ No	Offered	*
67	Incident command, logging recorder, and evidence, ticketing, or citation management systems	☒ Yes ☐ No	Offered	*
68	Scheduling workforce management, and billing systems	☒ Yes ☐ No	Offered	*
69	Application-based alerting or paging systems	☒ Yes ☐ No	Offered	*
70	Personnel, non-fleet asset, resource, and controlled substance tracking or location solutions	☒ Yes ☐ No	Offered	*
71	Other public safety software solutions	☒ Yes ☐ No	Offered	*
72	Related services - installation, training, maintenance, integration, support, data analytics, and customization	☒ Yes ☐ No	Offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
73	Describe your data privacy, integrity, and protection standards, and the adherence of your products and services to applicable cybersecurity or applicable industry standards.	Motorola Solutions has a wide portfolio, developed with a focus on security and with alignment to applicable cybersecurity and industry standards. The following section describes Motorola Solutions' internal framework for building data privacy, integrity, and security into our solutions. The Standards Compliance section of this response describes the applicable standards that we can help Sourcewell comply with. Motorola Solutions has a wide portfolio, developed with a focus on security and with alignment to applicable cybersecurity and industry standards. The following section describes Motorola Solutions' internal framework for building data privacy, integrity, and security into our solutions. The Standards Compliance section of this response describes the applicable standards that we can help Sourcewell comply with. Secure Software Development Lifecycle and Quality Motorola Solutions systems follow the National Institute of Standards and Technology (NIST) Cybersecurity Framework. This framework focuses on mitigation options, monitoring, diagnosis and remediation to evolve security practices. We factor security into development by adjusting the traditional Software Development Lifecycle (SDLC) with security activities that must be completed. These security activities are key to the six phases of our Secure SDLC (S-SDLC): -Training (Motorola Solutions developers receive continuous security training, aligned to the NIST Cybersecurity Workforce Framework (NICE), to become aware of common vulnerabilities and how to avoid them.) -Requirements (Our dedicated product Governance, Risk and Compliance program sets risk-based and compliance-based security requirements for developed products, giving engineers and developers up-to-date standards, approved frameworks, security guidelines, checklists, and best practices.) -Design (Developers incorporate security requirements into their designs, and perform security architecture reviews of new product, service, and feature designs. Threat modeling is also performed. This may include an in-depth threat model of a brand new solution, or an update to an existing feature.) -Implementation (We integrate automated security scanning in our pipelines to provide feedback to developers as early as possible while they work to implement new features. We also strive to integrate security testing into traditional unit and integration testing by writing custom test cases.) -Verification (As code is built and the release date approaches, we perform verification of our security requirements through both manual and automated processes. We use industry standard vulnerability scanning tools on completed systems in test labs to identify vulnerabilities. We also have a dedicated red team, which performs regular penetration tests and "ethical hacking" of our systems and applications, emulating real attackers to identify flaws and vulnerabilities. Lastly, our scanners and processes check our products against regular industry standards, such as CIS Benchmarks and DISA STIGS.) -Release and Response (Motorola Solutions checks the security of our products throughout their entire lifetime. Automated and manual release gates and checklists are in place to verify products and applications have passed security checks before being released. After release, we continue to test and probe for weaknesses and vulnerabilities. Our public bug bounty program, external vulnerability scanning process, and dedicated threat intelligence team help identify and discover vulnerabilities which may arise in our products after release. Continuous threat monitoring in our cloud and on-prem environments also detect and alert in near real time if any suspicious behavior is detected.) Standards Compliance Motorola Solutions aligns our solutions to applicable industry standards. Some standards may be specifically applicable to the United States. Criminal Justice Information Services (CJIS) Compliance Every day, our public safety agency customers access Criminal Justice Information (CJI) databases in order to perform their mission-critical operations and enforce the law. These customers are required to adhere to the FBI Criminal Justice Information Service (CJIS) Security Policy. In its commitment to compliance, Motorola has implemented controls in alignment with the CJIS Security Policy. With a dedicated team of CJIS compliance professionals, Motorola Solutions' robust CJIS Compliance Program is designed to enable our customers to meet their CJIS Security Policy requirements. Through our CJIS Compliance Program, we serve our customers as a trusted partner for the protection of all of their mission critical data, including CJI. We provide CJIS compliance support to our customers by administering and coordinating personnel credentialing, providing assistance with documentation in support of CJIS audits and advising on how to configure and implement our solutions in a manner consistent with CJIS Policy. We review and audit products and systems, and provide customers with the materials they need to better understand and comply with CJIS security requirements. ISO Certifications ISO (The International Organization for Standardization) is an independent, non-governmental international organization with a membership of 164 national standards bodies. Through its members, it develops voluntary, consensus-based, market-relevant International Standards that support innovation and provide solutions to global challenges. Motorola Solutions holds multiple third-party certifications for in scope organizations which adhere to the international standards set by ISO. These standards help to ensure that Motorola products and services are safe, reliable, and trustworthy. The following graphic provides additional detail. AICPA SOC Reports

		Motorola Solutions partners with cloud infrastructure providers Amazon and Microsoft, whose offerings are audited annually against the Service Organization Control (SOC) reporting framework by independent third-party auditors. More information about Microsoft SOC reports can be found here: https://www.microsoft.com/en-us/trustcenter/compliance/soc. More information about Amazon SOC reports can be found here: https://aws.amazon.com/compliance/soc-faqs/. Motorola Solutions has launched multiple SOC2, Type 2 audits, by independent third party auditors against the SOC reporting framework. Details of in-process audit scopes are available upon request. Cloud Security Alliance Motorola Solutions is a member of the Cloud Security Alliance, the world's leading organization dedicated to defining and raising awareness of best practices to help ensure a secure cloud computing environment. Global IMS Motorola Solutions Integrated Management System uses International Organization for Standardization (ISO) and other industry standards to provide a framework to implement and monitor our Integrated Management System. This system helps Motorola Solutions set the rigorous targets and objectives that support Motorola Solutions as a global leader in mission-critical communications. CALEA Electronic Data Storage Compliance Motorola Solutions understands the importance to our law enforcement customers of the standards set forth by the Commission on Accreditation for Law Enforcement Agencies (CALEA). In particular, Motorola Solutions assists its customers in their conformity to the CALEA Electronic Data Storage requirements. SSL Report Motorola Solutions Inc. earned an SSL A rating through Qualys SSL Labs. Customers can scan the Motorola Solutions web site at https://www.ssllabs.com/ssltest/ to perform a real-time test. SSL provides a secure way to transmit data and supports the technology behind encrypting sensitive information on the internet. We provide our customers with security and peace of mind when working in our web applications.
74	Describe your data backup and recovery solutions.	Data Backup and Archiving Because of the serious risk of losing or damaging data, one of the most important responsibilities of a System Administrator is to keep backup copies of information on the system. Any of the following occurrences can cause damage or loss of data and file systems: · System crash or hardware malfunction (any unplanned program termination due to a hardware or software failure resulting in data corruption). · Malware and Ransomware · Accidental or malicious deletion of information by users. · Power failure caused by either an external loss of power or someone turning off the system before completing a proper shutdown that results in data corruption. The Flex team strongly recommends using a UPS (Uninterruptible Power Supply), which keeps the system running when there is no electrical power. Having a good, current backup is essential to minimizing an agency's loss of data if something does happen to the system. The proposed system includes all the software, hardware and configuration services of that hardware and software to perform regular full system backups. Unless managed services are purchased, it will be the responsibility of the agency's assigned System Administrator to monitor and maintain current backups as well as keep the backup server patched and updated. Without current backups, the Flex team is limited in our ability to help the agency restore data when system or user errors occur. The Flex team recommends the following: · Scheduled backups that occur based on the RPO defined in the agency's business continuity plan. · Monitoring of the backup jobs with alerts setup to notify the system administrator when backup jobs fail. · Regular testing of the backups to ensure they are restorable and so the system administrator can practice the restoration process. · Enough storage space to meet retention requirements. Agencies are encouraged to keep multiple backups in case a new backup is corrupt or there is a need to restore data from an older backup copy. Keeping offsite and air gapped copies of backups are also encouraged. In addition to backing up current data, the agency may have a need to back up archive data, such as old radio logs or other records, for permanent storage. Scheduling Backups · At a minimum, the Flex team recommends that every agency perform a full system backup at least once a week and an incremental or synthetic full backup daily. Preferably, a full backup would be done every night with multiple incremental or synthetic full backups done throughout the day. Additionally, full backups should be done at the following times. · Before and after OS or application updates. · After entering large amounts of data. · After any work is done on the system that would be difficult to recreate. The most convenient time to perform a backup is during early morning hours when system use is low. The backup can be scheduled to run automatically, or if the agency chooses, backups can be executed by on-duty employees and takes approximately 30 minutes to two hours. Backup Media The Flex team recommends using a large capacity network attached storage (NAS) system for the primary backups. Secondary off-site backup copies are also recommended to be put on a NAS or in the cloud. Some cloud backup services include the ability to air gap your backups by taking

snapshots of your backup data that cannot be accessed by the backup server or agency client. Tape backups are no longer recommended as a primary backup target but can be used for making air gapped, off site copies of your backups. Tapes are also a good choice for long term archive copies of your data.

Backup Logs and Monitoring
Modern backup applications keep logs of when backups occurred, what was backed up, if the backup was successful or not and many other metrics. All that information is only useful if someone is reviewing it and in the case of failed backups if someone is alerted to that failure. At a minimum, the backup application should be configured to alert multiple people when a backup fails, and someone should regularly review the backup logs. A monitoring solution is very helpful in aggregating data from multiple sources to provide logic that allows for early detection of problems, performance monitoring, resource usage over time and real time notifications of problems. Most monitoring solutions can monitor easily be setup to monitor your backups as well as the rest of your environment.

Types of Backups
There are two main types of backups. File level backups and image level backups. The Flex team recommends a combination of these backups for maximum system protection. Additionally, each type of backup can be done as a full, incremental or differential backup. Scheduling of full, incremental or differential backups should be based on the RPO in your business continuity plan.

Backup Strategies
A good backup strategy can only be developed if you know what needs to be backed up and you know the limitations of your backup system. Every Flex server has 4 categories of data. The Database, file attachments, the Flex application and the OS. A system can be fully restored if you have the database and file attachments, but it could take several days. The OS and application have customizations that are unique to the agency, but it is possible to rebuild them with a little time. The following information and strategies will help you determine the best way to back up your data that will allow you to restore all your data in the shortest amount of time possible.

Types of backup clients
There are two ways a backup application can backup data. The first is through a backup client running on the system that needs backed up. The second is using API's provided by virtualization software. Some backup applications use both so they can backup data in a running database or on an Email server. Either type of backup application will work to backup a Flex server but there are some limitations with some backup clients running on the server. Those limitations will be covered below.

Backing up data on your system
The Database – The Flex application uses a Faircom c-TreeACE database. This database, like all modern databases, runs as a service on the server. While running, this service locks the database files so other applications can't modify the files. Backup applications that run as a client on the Flex server will almost never get a clean backup of a running database. While there are backup applications with clients to backup other types of database servers no backup application has developed one for the c-TreeACE database. For this reason, Motorola sets up a database dump that regularly dumps the full database to files that can be backed up. In between the database dumps the database writes incremental changes to transaction logs that can also be backed up. Backup applications like Veeam, that use VMware vStorage API for Data Protection and are backing up servers with all flash storage or have a SAN can get clean copies of the database files while the database server is running most of the time. For the times it can not the database dump files, and transaction logs will be in the backup so the system can be restored.

File Attachments – File attachments on a Flex system are stored in their own directory and can be backed up by either a backup client running on the server or by a backup application using VMware vStorage API for Data Protection.

The Flex application – The Flex application contains files that are easily replaceable and files that have been customized for your agency. There are also log files in various places that can be useful for determining why you had to restore your system. Like file attachments, the Flex application files can be backed up by either a backup client running on the server or by a backup application using VMware vStorage API for Data Protection.

Operating System – The operating system is one of the least critical parts to backup since it is easy to rebuild. Rebuilding an OS takes quite a bit of time so backing it up will greatly reduce the amount of time it takes to restore a full system. Some backup clients are not able to do an image level backup but all backup applications using VMware vStorage API for Data Protection will be image level backups that can easily restore your entire system.

Solutions II - Virtual Failover Solution
The proposed virtual failover architecture is based upon Solutions II's significant experience providing business continuity solutions and leverages VMware's vMotion, HA and Site Recovery Manager (SRM) software configured for automated or manual failovers based upon supporting infrastructure. Planned failovers would be manually initiated through the software. Unplanned failovers would be initiated manually or automatically.

Failover Solution
The Solutions II virtual failover solution facilitates both HA and DR for an agency's Flex Solution. We leverage vMotion and HA to provide failover within the production cluster. For disaster recovery (DR), we automate the failover and migration of the Flex VM to a secondary site utilizing SRM. This can also be combined with storage-based replication to provide an added layer of protection. This architecture provides a reliable disaster recovery solution while minimizing RTO and RPO for business continuity.

How It Works
VMware's vMotion and HA comes as part of proposed licensing and is configured by Solutions II during deployment. SRM instances are deployed at both production and DR sites that integrate directly with local vCenter Server. Key feature and capabilities include:

- Failover for all components of the Flex stack (Flex application, GIS, etc.)
- Supports both Linux or Windows based Flex configurations
- Automated disaster recovery failover
- Planned migration and disaster avoidance
- Automated fallback

When a transaction is entered in the Flex application at the production location, it is asynchronously copied over to DR facility. In the event that a disaster or failover event takes place, users will then log into the secondary and system via their normal login and proceed with their normal duties. It is that easy!

		The Solutions II architecture provides peace of mind valuable business continuance/Disaster Recovery. Once installed, Solutions II also provides optional healthcheck and failover testing services to ensure your systems are ready and capable when you need them most.	
75	Identify the storage location for all data collected in the use of your equipment, products, or services. Describe applicable data security measures and identify any services performed outside the US or Canada, as applicable.	Flex is an on-premises solution that allows administrators to establish distinct security privileges for users and groups. For example, they will have the option to seal, unseal, and hide sensitive documents. Flex operates with a variety of security features, which will allow the agency to define individual access and user rights: Unique Credentials The agency's Flex SAA will have the ability to define, change, and reassign usernames as needed. Users will be responsible for maintaining their own passwords, but may be required to change them at designated intervals established by the agency's SAA during system setup. This helps the agency maintain adherence to security requirements and system integrity. Password Protection Users can hide entire records behind a password so no one knows the record exists, unless they have the appropriate privileges. For example, a user with privileges may hide an Intelligence record's suspicious activities information, or the full text narrative associated with an incident or arrest. To provide extra security for sensitive data, the agency's SAA can also hide an entire table or program behind a password. This enables select personnel to see the portions of a report they need to see without compromising confidentiality. Agency-Defined Permissions System access levels are customizable to include anything from "inquiry only" access to "full modify" or "delete" capabilities. As defined by the agency, only those tables and programs to which users have been granted access are listed on their system menus, or through Flex's command line. User Privileges Within an individual table, users can perform those functions they are authorized to perform. Customizable user privileges include read/print, add, modify, and delete. Additionally, any field within a table can be denied to a user if deemed appropriate. For example, should an agency want to provide user access to the Arrest table, but not the Arrest narrative, privileges can be established accordingly. Module Access Preview The main menu provides a complete list of all Flex modules that a user has been given access to. The agency's SAA will have the authority to customize a menu, or multiple menus, to suit the particular needs of a specific user by combining programs from various modules. The system allows users to access only those menus related to tables and programs that are within their security clearance. Flex's advanced security features provide maximum flexibility system-wide, or at the individual level. To ensure data integrity, individuals with the appropriate privileges can set security preferences for unique records and fields. Full data partitioning is also available for increased information sharing within the agency and beyond. The system's security settings incorporate multiple layers of protection with flexibility to ensure that agencies can protect their information without affecting operations or investigations.	*
76	Describe connectivity, interoperability and integration capabilities between your offered solution(s) and other software systems.	Our customers depend on a variety of software solutions to meet their needs and better serve their communities. The goal of our Software Enterprise (SE) Interfaces Engineering team is to create the connections between these disparate software applications. Our ability to integrate with other partners is a strategic differentiation in a highly competitive industry. In addition to the standard interfaces available, we offer tools that allow our customers to develop their own desired interfaces. Please see the table below for more information. Flex Export-Designed around the needs of those opportunities or clients that only need a scheduled export of a limited data set, Flex Export can be setup to dump one of the following queries on a regular frequency: • CAD calls • CAD calls with Radio Logs • Active inmate roster • Citations • Accidents No customization/changes will be made, and new queries can be added upon request and payment. Data Exchange (DEX)-Flex's Data Exchange (DEX) API is a robust tool which allows agencies to write either custom XML queries to extract data from the Flex database (free), or write data to their Flex database using one of the available XML interfaces (not free). Flex Data Exchange (DEX) is a general "off the shelf," but query-configurable, API that was created for third-party applications to interact with Flex. DEX has a number of advantages over other, older utilities like DBDUMP and ODBC/JDBC, such as the ability to both read and write data, respect record-level security, and protect the integrity of the data in the Flex database. Agency administrators can configure a connection for a third party application to send XML queries and statements that will both retrieve and insert data, files and attachments into the flex system. These connections are secure and protected both incoming and outgoing. Query and Write Flex's DEX API allows customers and approved third-party applications to write custom queries to the Flex database. The DEX API also allows customers and approved third-party application to create custom write commands to the Flex database.	*

77	Explain your licensing process and the service agreements required of end users.	Site License Structure The Flex site license enables agencies to utilize the system to its full potential and adapt to changing needs. Additionally, the Flex system provides room for agency growth, eliminating agency concerns regarding growth and expanding user needs. Features include: · Site license for all modules · System-wide access to all modules · Unlimited number of users · Unlimited number of devices · No price increases for extra licenses · Unlimited "print-only" or "view-only" access privileges for outside agencies Please see Exhibit 1, Sample Customer Agreement, that accompanies this solution.
78	Describe your product implementation strategy and any use of installation partners.	A typical implementation process consists of a number of meetings directed by the assigned Flex project manager. These onsite meetings prepare agencies for the transition to a new system, and establish expectations for moving forward. Internal Kickoff Meeting The internal kickoff meeting serves to review contracts, ensure department preparation, and focus on a smooth transition from Sales to Project Management. Key attendees: · Project manager · Sales representative · Training manager · Installation manager Business Process Review Flex personnel will work closely with the agency to establish a training work plan that reflects the project objectives. To streamline the change management process, the Flex team will assign a dedicated Implementation Analyst who will conduct an initial business process review (BPR), assessing the agency's current and desired workflows. This information informs the training plan designed for the agency, and the system's configuration and implementation, optimizing the agency's day-to-day operations. Onsite Pre-Implementation Meeting (PIM) The project manager reviews contracts to ensure the Flex team is prepared to deliver the products and services. The project manager also provides an overview of the following implementation process: · Proposed timeline · Training schedule · System administrator duties · Data entry standards · Workflow analysis · Flex support Onsite Training Meeting Flex's training coordinator meets with agency representatives to conduct a workflow analysis and prepare Flex trainers to handle any unique agency needs. Additionally, the training coordinator will finalize the training schedule for agency approval, providing each agency with the best training solution to meet their department's unique needs. Project Team Training During the project team training phase, Flex provides an overview of the purchased application, and a full demonstration of its functionality. Additionally, the Flex team and the agency jointly verify Flex's ability to meet the agency's functional specification requirements by documenting the functionality that meets these requirements, and identifying any outstanding concerns. End User Training Information obtained during the PIM meeting and Project Team Training is incorporated into the training to ensure a smooth and comfortable transition for the end user. Flex's PMP-certified personnel provide onsite end user training that prepares system users to operate skillfully in multiple capacities. The Flex team provides end users with customized training modules that consist of classroom instruction, written exams, and supervised repetition in order to engage the broad spectrum of learning styles, which ensures a thorough understanding of the solution by all personnel. Go-Live The project manager and training personnel provide hands-on assistance at Go-Live to ensure a successful transition to the Flex software. Implementation Team A new customer's key implementation contact is one of our PMP-certified project managers. Working closely with the Flex System Applications Administrator (SAA), the project manager and other Flex personnel schedule installation and training activities, and resolve any concerns regarding implementation. These individuals coordinate the resources necessary to complete the implementation process on time and within budget. Additional personnel may be involved in implementation, coordinating with the customer to provide a variety of services. These personnel may include: · Project Manager · Implementation Analyst · Systems Engineer · Trainers

		Programmers Quality assurance personnel Project Manager The project manager ensures that the implementation receives direct oversight from company management, and that the appropriate company resources are coordinated to provide sufficient support. The project manager attends PIM meetings and any subsequent onsite status meetings scheduled during the installation period. Implementation Analyst The implementation analyst conducts an initial business process review (BPR) to assess the agency's current and desired workflows. This information then informs the training plan designed for the agency, as well as the system's configuration, which is created to optimize the agency's day-to-day operations. Solution Architect (Installation Technician) A systems engineer is onsite to install the Flex software, and test, adjust, and perform the preliminary configuration of the operating system. This individual manages the server configuration, oversees core system installation, and coordinates the installation of any external interfaces. Trainer Qualified trainers are onsite during implementation to teach employees how to effectively use all Flex applications, specifically emphasizing functionality and system administration. Trainers also troubleshoot live database problems and identify best practices for improvement in system utilization. Geobase Trainer (Geocoding) The trainer is onsite for several days to train personnel on system setup and operation. Customer Personnel The customer's staff also plays a key role during implementation. The involvement of these personnel ensures that the new system reflects an agency's specific needs and preferences. The agency-designated Flex SAA coordinates the implementation, ongoing maintenance, and training. This individual's responsibilities include setting up Flex code tables and user groups, privileges, database parameters, and any related requirements. Additionally, the SAA troubleshoots user problems and coordinates special needs directly with Flex support personnel. As the training and support specialist, the SAA is responsible for training agency users on the Flex applications, and operating a help desk for system problems.	
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcwell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcwell.
 3. Sourcwell may reject any response where any document(s) cannot be opened and viewed by Sourcwell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- Financial Strength and Stability (optional)
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Sourcwell Pricing.xlsx - Wednesday May 12, 2021 16 42 35
 - [Upload Additional Document](#) - Exhibits.pdf - Tuesday May 11, 2021 09 45 10

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Micah Applewhite, VP MSSSI & Director of Software Sales, Motorola Solutions, Inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_Public_Safety_Software_RFP_051321 Thu May 6 2021 06:02 PM	☒	2
Addendum_10_Public_Safety_Software_RFP_051321 Wed May 5 2021 05:51 PM	☒	1
Addendum_9_Public_Safety_Software_RFP_051321 Mon May 3 2021 10:34 AM	☒	2
Addendum_8_Public_Safety_Software_RFP_051321 Wed April 28 2021 05:52 PM	☒	2
Addendum_7_Public_Safety_Software_RFP_051321 Mon April 26 2021 05:27 PM	☒	2
Addendum_6_Public_Safety_Software_RFP_051321 Tue April 20 2021 05:56 PM	☒	2
Addendum_5_Public_Safety_Software_RFP_051321 Fri April 16 2021 03:52 PM	☒	1
Addendum_4_Public_Safety_Software_RFP_051321 Thu April 15 2021 12:58 PM	☒	2
Addendum_3_Public_Safety_Software_RFP_051321 Fri April 9 2021 05:05 PM	☒	1
Addendum_2_Public_Safety_Software_RFP_051321 Thu April 8 2021 05:28 PM	☒	1
Addendum_1_Public_Safety_Software_RFP_051321 Wed April 7 2021 06:15 PM	☒	2



COHP Avigilon Camera System and Door Access System Citywide

QUOTE #002034 V1



PREPARED FOR

City of Huntington Park

Rick Reyes
rreyes@hpcg.gov

PREPARED BY

LAN WAN Enterprise IT Solutions

Sales Department
sales@lanwane.com



Summary Page

Good morning Rick,

I hope my message find you well, although we provided you with a proposal from LanWan for the Door Access and the Cameras, attached is a version of the proposal that includes the full CMAS contract details required by the State for CMAS awarding. We noticed that the City of Huntington Park has the same attorney firm as the City of Lynwood and just so you know , in the past the, the law firm has asked us to provide the CMAS details from the beginning therefore we decided to send you the proposal containing those details. Please see attachment our proposal with full CMAS details and itemization with state agreements (Attached in Email) as required by CMAS guidelines.

Please note that we are using the exact same template that Alvarez-Glasman & Colvin Law Firm recently asked us to use for contract that were recently awarded by the city of City of Lynwood through CMAS, please note Austin and Noel were the point of contact through that process in Lynwood.

Again thank you for thinking of us and for the opportunity to provide a proposal.

Price Summary

PROJECT	List Price	Completion
*AVIGILON VIDEO MANAGEMENT SOLUTION (HARDWARE/ SOFTWARE/ SERVICES)	\$1,397,917.80	7 Months
**AVIGILON DOOR ACCESS CONTROL SOLUTION (HARDWARE/ SOFTWARE/ SERVICES)	\$496,029.40	5 Months
Shipping	\$2,500.00	
Estimated Sales Taxes	\$72,000.00	

* Breakdown of Camera Video items, including CMAS agreement numbers, begins on page 6.

** Breakdown of Door Access items, including CMAS agreement numbers, begins on page 15.



Product Warranty

Product Line	Warranty Period
All Cameras	5 Years
Cameras NVR	3 Years
Access Control Readers	2 years
Access Control Panels	3 years
Software	Unity 8.0
#Maintenance and Support	3 Years Covered

Maintenance and Support : To ensure your camera and door access systems operate at peak performance, it's important to have a robust maintenance and support agreement in place. At LAN WAN Enterprise, we are committed to providing comprehensive support, including the first three years free of charge. Here are five essential elements that should be included in the agreement:

1. Regular System Inspections and Preventive Maintenance:

- Schedule of routine inspections and maintenance to ensure cameras and access control systems are functioning optimally, including cleaning, firmware updates, and hardware checks.

2. 24/7 Technical Support and Emergency Services:

- Availability of round-the-clock technical support for troubleshooting and resolving any issues, as well as emergency services for critical system failures.

3. Warranty and Replacement Coverage:

- Clear terms outlining the warranty period for hardware, including coverage for repair or replacement of faulty components.

4. Software Updates and Licenses:

- Provision for regular software updates, including security patches, new features, and renewal of any necessary licenses to keep the systems secure and up to date.

5. Response Time and Service Level Agreements (SLAs):

- All service tickets are guaranteed a response time of 1-2 hours, with a resolution time of less than 4 hours, unless it's a hardware issue. In cases of hardware failure, we will initiate the RMA process and ensure the shipment of a new device as quickly as possible to minimize downtime.



Door Access System Installation Sites

- Huntington Park Town Hall
- Huntington Park Police Department
- Huntington Park Court House
- Huntington Park Public Works
- Frank Park Community Center
- Raul Perez Park
- Salt Lake Park

Camera System Installation Sites

- Huntington Park Town Hall
- Huntington Park Police Department
- Huntington Park Court House
- Huntington Park Public Works
- Frank Park Community Center
- Raul Perez Park
- Salt Lake Park
- Veterans Park
- Well Site 12
- Well Site 14
- Well Site 15
- Well Site 16
- Well Site 17
- Bear Ave Well

Main: 949-955-2451
Email: sales@lanwane.com
Web: www.lanwane.com



LAN WAN
Enterprise
IT Solutions





Camera System - Hardware

Description		Price	Qty	Ext. Price
Avigilon Cameras Management Solution				
2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR CMAS Contract# 3-24-01-1003		\$1,362.00	18	\$24,516.00
12.0 MP, Fisheye Dome Camera, Day/Night, WDR, 1.6mm f/2.0, Next-Generation Analytics, Integrated IR CMAS Contract# 3-24-01-1003		\$998.65	25	\$24,966.25
H5A, 2MP 40x Pendant PTZ Dome CMAS Contract# 3-24-01-1003		\$2,345.75	1	\$2,345.75
2MP H6A Outdoor IR Dome Camera with 2.8-12mm Lens CMAS Contract# 3-24-01-1003		\$869.85	7	\$6,088.95
3X8MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only CMAS Contract# 3-24-01-1003		\$1,987.40	62	\$123,218.80
Avigilon H5A Corner Camera, 2.3mm Fixed Lens, 3 MP, White Steel CMAS Contract# 3-24-01-1003		\$1,098.45	19	\$20,870.55
4MP H6A Outdoor IR Dome Camera with 10.9-29mm Lens CMAS Contract# 3-24-01-1003		\$1,139.65	3	\$3,418.95
CAM, H6A PTZ, Pendant, 4MP, 30X Non specific Price (NSP)		\$2,183.00	1	\$2,183.00
6MP H6A Outdoor IR Dome Camera with 4.4-9.3mm Lens CMAS Contract# 3-24-01-1003		\$1,214.00	27	\$32,778.00
8MP H6A Bullet IR Camera with 31x Zoom CMAS Contract# 3-24-01-1003		\$1,412.00	1	\$1,412.00



Camera System - Hardware

Description	Price	Qty	Ext. Price
3X3MP, WDR, 270 degree max field of view, Lightcatcher, 3.3-5.7MM, Camera Only CMAS Contract# 3-24-01-1003	\$1,475.00	7	\$10,325.00
H6A PTZ, Pendant, 2MP, 30X CMAS Contract# 3-24-01-1003	\$2,065.00	12	\$24,780.00
3.0MP, H4 Video Intercom, WDR, LightCatcher, Day/Night, 1.83mm f/2.4, Integrated IR, Recessed Mount CMAS Contract# 3-24-01-1003	\$985.50	7	\$6,898.50
ACCESSORIES			
IP Horn Speaker that integrates with ACC Non specific Price (NSP)	\$424.80	2	\$849.60
POLE MOUNT CMAS Contract# 3-24-01-1003	\$185.75	32	\$5,944.00
Optional IR illuminator ring, up to 30m (100ft), for use with H4AMH-DO-COVR1. CMAS Contract# 3-24-01-1003	\$299.65	73	\$21,874.45
Outdoor surface mount adapter. For use with the Avigilon H5A Multisensor Non specific Price (NSP)	\$117.58	1	\$117.58
Outdoor pendant mount adapter. For use with the Avigilon H5 CMAS Contract# 3-24-01-1003	\$117.58	73	\$8,583.34
Dome bubble and cover, for outdoor surface mount or pendant mount, clear. For use with the Avigilon H5A Multisensor CMAS Contract# 3-24-01-1003	\$117.58	73	\$8,583.34
Junction Box for H5A Dual Head Camera Non specific Price (NSP)	\$62.66	8	\$501.28



Camera System - Hardware

Description	Price	Qty	Ext. Price
Pendant adapter for the H5A Dual Head camera. Also compatible with an optional wall arm, CM-MT-WALL1. Non specific Price (NSP)	\$41.77	8	\$334.16
Pendant adapter, NPT, H6A Non specific Price (NSP)	\$35.40	10	\$354.00
POLE MOUNT FOR LRGE PENDT WLMT-1001 Non specific Price (NSP)	\$67.85	32	\$2,171.20
Gigabit 802.3bt 60W PoE Injector, Indoor, single port Non specific Price (NSP)	\$106.52	1	\$106.52
Mount, Pendant Arm, 20cm Long, 1.5 NPT CMAS Contract# 3-24-01-1003	\$75.65	34	\$2,572.10
1.5 inch NPT Adapter for Large Pendant Mount Camera Non specific Price (NSP)	\$38.75	21	\$813.75
Wall Mount for cameras CMAS Contract# 3-24-01-1003	\$71.58	72	\$5,153.76
Safety Relay for H4 Video Intercom CMAS Contract# 3-24-01-1003	\$110.50	7	\$773.50
STORAGE			
AI NVR Premium, 64TB, NA CMAS Contract# 3-24-01-1003	\$26,733.00	1	\$26,733.00
AI NVR 2 Value 12TB, 1U Rack Mount, Avigilon Hardened OS, NA CMAS Contract# 3-24-01-1003	\$4,865.70	2	\$9,731.40
AI NVR 2 Value 16TB, 1U Rack Mount, Avigilon Hardened OS, NA CMAS Contract# 3-24-01-1003	\$6,245.50	1	\$6,245.50
AI NVR 2 Value 24TB, 1U Rack Mount, Avigilon Hardened OS, NA	\$8,765.00	1	\$8,765.00
ENVR2 PLUS 4 TB with Avigilon Control Center, NA Power Cord CMAS Contract# 3-24-01-1003	\$1,244.90	9	\$11,204.10



Camera System - Hardware

Description	Price	Qty	Ext. Price
ENVR2 PLUS 8 TB with Avigilon Control Center, NA Power Cord CMAS Contract# 3-24-01-1003	\$1,988.50	3	\$5,965.50
NVR PRM FORM D 128TB 2U Rack Mnt 5Y Onsite CMAS Contract# 3-24-01-1003	\$32,422.27	1	\$32,422.27
NVR6 PRM PLUS FORM H 440 TB 2U Rack Mnt, WS22, 5Y Onsite 4HMC, NA CMAS Contract# 3-24-01-1003	\$95,559.35	1	\$95,559.35
NETWORKING			
Indoor singe Port PoE Injector Gigabit, CMAS Contract# 3-22-03-1083	\$278.49	25	\$6,962.25
C2G 1000ft Cat6 Bulk Ethernet Cable - In-Wall CM-Rated - Stranded - Blue - Category 6 for Network Device - Patch Cable - 1000 ft - Bare Wire - Bare Wire - Blue CMAS Contract# 3-23-05-1052	\$280.00	10	\$2,800.00
Subtotal:			\$548,922.70



Camera System - Licenses

Description	Price	Qty	Ext. Price
Unity Enterprise camera channel CMAS Contract# 3-24-01-1003	\$215.85	186	\$40,148.10
Subtotal:			\$40,148.10

Labor Services-Camera System

Description	Price	Qty	Ext. Price
Camera System - Non-Public Works Scope- Information Technology Services CMAS Contract# 3-22-10-1022			
Labor - Project Services	\$708,962.00	1	\$708,962.00



Labor Services-Camera System

Description	Price	Qty	Ext. Price
Labor - Project Services CMAS Contract# 3-22-10-1022 Project Overview: PROJECT DESCRIPTION VIDEO SECURITY SYSTEM INSTALLATION This project involves the installation of a comprehensive video security system across multiple sites in Huntington Park, including town halls, police departments, courthouses, public works, and various parks. The project will be divided into eight phases (P1–P8), each detailing critical tasks and milestones to ensure a successful deployment. PROJECT PHASES P1: Project Kickoff and Initial Planning • Conduct a project kickoff meeting with stakeholders to outline project goals, timelines, and responsibilities. • Develop a detailed project plan, including key milestones and deliverables. • Finalize project scope and align with client expectations. P2: Site Survey and Assessment • Conduct a thorough site survey of each location to assess the existing infrastructure and identify any potential challenges. • Document the site conditions, including electrical and network requirements, to ensure proper installation. • Prepare a detailed report of findings and necessary preparations. P3: System Design and Bill of Materials (BOM) Finalization • Finalize the system design based on site survey findings. • Create a detailed Bill of Materials (BOM) specifying all required hardware, software, and services. • Review and approve BOM with the client before proceeding with procurement. P4: Procurement of Equipment • Order all necessary hardware and software as outlined in the BOM. • Coordinate with vendors to ensure timely delivery of equipment to the project site.			



Labor Services-Camera System

Description	Price	Qty	Ext. Price
• Verify all received items meet the specifications and quantities listed in the BOM.			
P5: Infrastructure Preparation • Prepare the infrastructure at each site to support the new video security system. • Install necessary cabling, power supplies, and network equipment to ensure seamless integration. • Conduct preliminary tests to verify infrastructure readiness for system installation.			
P7: System Integration and Configuration • Integrate the installed cameras and access control systems with the Avigilon HD Video Infrastructure. • Configure the system to meet the client's operational requirements, including video retention policies and user access levels. • Conduct a full system test to ensure all components function as expected.			
P8: Project Handover, Training, and Go-Live • Conduct a final walkthrough with the client to review the installation and address any concerns. • Provide training to the client's staff on system operation and maintenance. • Officially hand over the system and documentation to the client. • Monitor the system during the initial go-live period to ensure optimal performance and resolve any issues promptly.			
Sites Cameras will be installed • Huntington Park Town Hall • Huntington Park Police Department • Huntington Park Court House • Huntington Park Public Works • Frank Park Community Center • Raul Perez Park • Salt Lake Park • Veterans Park • Well Site 12 • Well Site 14 • Well Site 15			



Labor Services-Camera System

Description	Price	Qty	Ext. Price																																																																					
- Well Site 16 - Well Site 17 - Bear Ave Well Timeline : 7 Months <table><tr><th>Job Role</th><th></th><th>Rate</th></tr><tr><td>IT Program Manager - Contractor Site</td><td></td><td>\$230.00</td></tr><tr><td>Software / Network Engineer II - Contractor Site</td><td></td><td>\$192.00</td></tr><tr><td>Software / Network Engineer III</td><td></td><td>\$245.00</td></tr><tr><td>Subject Matter Expert II</td><td></td><td>\$245.00</td></tr><tr><td>Systems Analyst IV</td><td></td><td>\$195.00</td></tr><tr><td>Subject Matter Expert III -</td><td></td><td>\$320.00</td></tr><tr><td>Systems Analyst IV</td><td></td><td>\$195.00</td></tr><tr><td>Subject Matter Expert III -</td><td></td><td>\$320.00</td></tr><tr><td>Systems Administrator II - Contractor Site</td><td></td><td>\$220.00</td></tr><tr><td>Computer Security Specialist III</td><td></td><td>\$235.00</td></tr></table> <table><tr><th colspan="4">P1: Project Kickoff and Initial Planning</th></tr><tr><th></th><th>Hrs</th><th>Rate</th><th>Total</th></tr><tr><td>Project manager</td><td>1100</td><td>\$230.00</td><td>25,300</td></tr><tr><td>Network Engineer</td><td>750</td><td>\$192.00</td><td>14,400</td></tr><tr><td>Subject Matter Expert III -</td><td>2250</td><td>\$320.00</td><td>71,840</td></tr><tr><th colspan="4">P2: Site Survey and Assessment</th></tr><tr><td>Software / Network Engineer II</td><td>560</td><td>\$192.00</td><td>10,752</td></tr><tr><td>Subject Matter Expert III</td><td>950</td><td>\$320.00</td><td>30,400</td></tr><tr><th colspan="4">P3: System Design and (BOM)</th></tr></table>	Job Role		Rate	IT Program Manager - Contractor Site		\$230.00	Software / Network Engineer II - Contractor Site		\$192.00	Software / Network Engineer III		\$245.00	Subject Matter Expert II		\$245.00	Systems Analyst IV		\$195.00	Subject Matter Expert III -		\$320.00	Systems Analyst IV		\$195.00	Subject Matter Expert III -		\$320.00	Systems Administrator II - Contractor Site		\$220.00	Computer Security Specialist III		\$235.00	P1: Project Kickoff and Initial Planning					Hrs	Rate	Total	Project manager	1100	\$230.00	25,300	Network Engineer	750	\$192.00	14,400	Subject Matter Expert III -	2250	\$320.00	71,840	P2: Site Survey and Assessment				Software / Network Engineer II	560	\$192.00	10,752	Subject Matter Expert III	950	\$320.00	30,400	P3: System Design and (BOM)						
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Labor Services-Camera System

Description				Price	Qty	Ext. Price
Finalization						
Project manager	75	\$230.00	17,250			
Software / Network Engineer II	85	\$192.00	16,320			
P4: Procurement of Equipment						
Project manager	60	\$230.00	13,800			
P5: Preparation						
Subject Matter Expert III	187	\$320.00	59,840			
Systems Analyst IV	68	\$195.00	13,260			
Software / Network Engineer III	218	\$245.00	53,410			
Level1 Technician (Multiple Man power)	328	\$220.00	72,160			
User Experience Designer	79	\$195.00	15,405			
P7: System Integration and Configuration						
Subject Matter Expert III	320	\$320.00	102,400			
Software / Network Engineer III	276	\$245.00	67,620			
P8: Project Handover, Training, and Go-Live						
Computer Security Specialist III	145	\$245.00	35,525			
Subject Matter Expert III -	279	\$320.00	89,280			
• Total non-Public works Cost:						708,962



Labor Services-Camera System

Description	Price	Qty	Ext. Price																								
Camera System Public Works - Labor in accordance with CMAS Public Contract Code(PCC)\$ 1101. We are aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the work covered by this Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws as set forth in the foregoing statutes and in the Special Provisions of the Contract Documents.																											
Camera System Labor - in accordance with CMAS Public Contract Code(PCC)\$ 1101. Labor - Project Services CMAS Contract# 3-22-10-1022 P6: Installation of Cameras and Access Control Systems • Install cameras and access control systems at all designated locations, including Huntington Park Town Hall, Police Department, Courthouse, Public Works, community centers, and well sites. • Perform on-site configuration and integration with the existing network and security infrastructure. • Verify all installations meet the technical specifications and local regulations.	\$99,885.00	1	\$99,885.00																								
<table border="1"> <thead> <tr> <th>P2 Installation - Public Works Labor</th><th>Hours</th><th>Rate</th><th>Total</th></tr> </thead> <tbody> <tr> <td>Craft: Electrician Calss: Sound Installer Journeyman</td><td>220</td><td>325</td><td>\$71,500.00</td></tr> <tr> <td>Craft: Electrician Calss: Sound Installer Apprentice</td><td>39</td><td>195</td><td>\$7,605.00</td></tr> <tr> <td>Craft: Electrician Calss: TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPlicing, WELDING, AND NETA TESTING) Journeyman</td><td>60</td><td>295</td><td>\$17,700.00</td></tr> <tr> <td>Craft: Electrician Calss: TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPlicing, WELDING, AND NETA TESTING) Apprentice</td><td>14</td><td>220</td><td>\$3,080.00</td></tr> <tr> <td>Total Public Works - CMAS Public Contract Code (PCC)\$ 1101.</td><td></td><td></td><td>\$99,885.00</td></tr> </tbody> </table>	P2 Installation - Public Works Labor	Hours	Rate	Total	Craft: Electrician Calss: Sound Installer Journeyman	220	325	\$71,500.00	Craft: Electrician Calss: Sound Installer Apprentice	39	195	\$7,605.00	Craft: Electrician Calss: TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPlicing, WELDING, AND NETA TESTING) Journeyman	60	295	\$17,700.00	Craft: Electrician Calss: TRANSPORTATION SYSTEMS ELECTRICIAN (CABLE SPlicing, WELDING, AND NETA TESTING) Apprentice	14	220	\$3,080.00	Total Public Works - CMAS Public Contract Code (PCC)\$ 1101.			\$99,885.00			
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Total Public Works - CMAS Public Contract Code (PCC)\$ 1101.			\$99,885.00																								
Subtotal:			\$808,847.00																								



Access Door Control System - Hardware

Description	Price	Qty	Ext. Price
READERS			
Signo40K, Wall mount w/Keypad, Standard Profile, OSDP/Wiegand, Pigtail, Mobile Ready, BLE, Avigilon Logo CMAS Contract# 3-24-01-1003	\$412.75	3	\$1,238.25
Signo40, Wall mount, Standard Profile, OSDP/Wiegand, Pigtail, Mobile Ready, BLE, Avigilon Logo	\$235.75	106	\$24,989.50
POWER SUPPLIES			
Sixteen Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with seven AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power Mercury boards and door locks. Inc CMAS Contract# 3-24-01-1003	\$940.21	2	\$1,880.42
Eight Door Mercury Dual Voltage Integrated Power System supporting one AC-MER-CONT-2DR with three AC-MER-CON-MR52 (Mercury hardware sold separately). The advantage of a dual voltage power supply is the ability to power both Mercury boards and door locks f CMAS Contract# 3-24-01-1003	\$594.19	4	\$2,376.76
16 Door Mercury Over Sized Enclosure (OSE) with removable backplate. Enclosure holds a total of 8 mercury panel boards and two D8P auxiliary distribution modules for 16 class II power limited outputs. Battery space for 12V or 24V, 8Ah batteries is availab CMAS Contract# 3-24-01-1003	\$1,432.14	5	\$7,160.70
CONTROLLER AND SUB PANELS			
HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface, 2-Reader Interface Module - (2 reader: mag, wiegand, 4 reader OSDP, 8 inputs, 6 relays) (Mercury MR52-S3B) CMAS Contract# 3-24-01-1003	\$519.73	57	\$29,624.61
Intelligent Controller, Linux Based with 2 doors, 8 inputs and 4 outputs, expandable up to 64 doors. (Mercury Part #: LP1502) CMAS Contract# 3-24-01-1003	\$944.50	12	\$11,334.00
Door Hardware			



Access Door Control System - Hardware

Description	Price	Qty	Ext. Price
ACCESSORIES			
GRI Magnetic Contact Non specific Price (NSP)	\$3.25	75	\$243.75
Detector - Request - To - Exit CMAS Contract#3-23-05-1052	\$69.75	60	\$4,185.00
CNTCT OH DOOR CLLOOP Non specific Price (NSP)	\$17.72	13	\$230.36
Storeroom Function Lockset Non specific Price (NSP)	\$52.00	41	\$2,132.00
Axiom 1FT CAT5E 350mhz Patch Cable Non-Booted (Green) - TAA Compliant - 1 ft Category 5e Network Cable for Network Device - First End: 1 x RJ-45 Network - Male - Second End: 1 x RJ-45 Network - Male - Patch Cable - Gold Plated Connector - 24 AWG - Green - CMAS Contract# 3-22-03-1083	\$3.12	120	\$374.40
ENET Cat.6 Patch Network Cable - 7 ft Category 6 Network Cable for Network Device - First End: 1 x RJ-45 Network - Male - Second End: 1 x RJ-45 Network - Male - Patch Cable - Blue CMAS Contract# 3-22-03-1083	\$7.61	61	\$464.21
Belden KeyConnect Cat6 48-Port Network Patch Panel - 48 - 48 Port (s) - 48 x RJ-11 - 2U High - Rack-mountable CMAS Contract# 3-22-03-1083	\$776.43	3	\$2,329.29
Belden KeyConnect Cat6 24-Port Network Patch Panel - 24 - 24 Port (s) - 24 x RJ-11 - 1U High - Rack-mountable CMAS Contract# 3-22-03-1083	\$388.21	5	\$1,941.05
Tripp Lite by Eaton NetCommander 8-Port Cat5 KVM over IP Switch - 19 in. LCD, 1 Remote + 1 Local User, 1U Rack-Mount, TAA - 8 Computer(s) - 19" LCD - 1366 x 768 - 12 x Network (RJ-45) - 1 x USB - Keyboard120 V AC, 230 V AC Input Voltage - 1U High - TAA Co CMAS Contract# 3-23-05-1052	\$1,491.27	5	\$7,456.35





Access Door Control System - Hardware

Description	Price	Qty	Ext. Price
APC by Schneider Electric Smart-UPS 1500 LCD RM 2U 100V - 2U Rack-mountable - 4 Hour Recharge - 110 V AC Input - 100 V AC Output - Sine Wave - Serial Port - USB - 6 x NEMA 5-15R - 6 x Battery/Surge Outlet  CMAS Contract# 3-23-05-1052	\$1,243.05	5	\$6,215.25
HES, Electric Strike (for cylindrical lockset) CMAS Contract# 3-24-01-1005	\$556.00	42	\$23,352.00
Subtotal:			\$127,527.90

Access Door Control System - Licenses

Description	Price	Qty	Ext. Price
ACM SOLUTIONS			
Access Control Manager Virtual 6 - Web-Based PACS Virtual for 128 Readers - includes: embedded 64 bit Linux OS & Open LDAP for configuration database Access Control Manager Security Management Software 128 Reader Count Software License One (1) ACM V CMAS Contract# 3-24-01-1003	\$5,811.50	1	\$5,811.50
Avigilon Access Control Manager v. 6.0 - Upgrade License - 16 Reader Count CMAS Contract# 3-24-01-1003	\$710.00	39	\$27,690.00
Subtotal:			\$33,501.50

Labor Services-Access Door Control System

Description	Price	Qty	Ext. Price
Access Door Control System - Non-Public Works Scope- Information Technology Services CMAS Contract# 3-22-10-1022			
Access Door Control System Labor - in accordance with CMAS Public Contract Code(PCC)\$ 1101. Labor - Project Services CMAS Contract# 3-22-10-1022	\$262,200.00	1	\$262,200.00



Labor Services-Access Door Control System

Description	Price	Qty	Ext. Price
PROJECT DESCRIPTION ACCESS DOOR CONTROL SYSTEM INSTALLATION This project involves the installation of a robust Access Door Control System across multiple sites in Huntington Park, including town halls, police departments, courthouses, public works, and various parks. The project will be divided into eight phases (P1–P8), each detailing critical tasks and milestones to ensure a successful deployment. PROJECT PHASES P1: Project Kickoff and Initial Planning • Conduct a project kickoff meeting with stakeholders to outline project goals, timelines, and responsibilities. • Develop a detailed project plan, including key milestones and deliverables. • Finalize project scope and align with client expectations. P2: Site Survey and Assessment • Conduct a thorough site survey of each location to assess the existing infrastructure and identify any potential challenges for the access control system. • Document the site conditions, including door types, existing locks, and network requirements. • Prepare a detailed report of findings and necessary preparations for the access control system installation. P3: System Design and Bill of Materials (BOM) Finalization • Finalize the access control system design based on site survey findings. • Create a detailed Bill of Materials (BOM) specifying all required hardware, software, and services for the access control system. • Review and approve BOM with the client before proceeding with procurement. P4: Procurement of Equipment • Order all necessary hardware and software as outlined in the BOM. • Coordinate with vendors to ensure timely delivery of access control equipment to the project site. • Verify all received items meet the specifications and quantities			



Labor Services-Access Door Control System

Description	Price	Qty	Ext. Price
listed in the BOM. P5: Infrastructure Preparation • Prepare the infrastructure at each site to support the new access control system. • Install necessary cabling, power supplies, and network equipment to ensure seamless integration. • Prepare door frames, install electronic strikes or magnetic locks, and verify door hardware compatibility. • Conduct preliminary tests to verify infrastructure readiness for system installation. P7: System Integration and Configuration • Integrate the installed access control systems with the central management system and existing security infrastructure. • Configure the system to meet the client's operational requirements, including user access levels, schedules, and reporting capabilities. • Conduct a full system test to ensure all components function as expected and all doors secure properly. P8: Project Handover, Training, and Go-Live • Conduct a final walkthrough with the client to review the installation and address any concerns regarding the access control system. • Provide training to the client's staff on system operation, including adding/removing users, managing access schedules, and responding to alerts. • Officially hand over the access control system and documentation to the client. • Monitor the system during the initial go-live period to ensure optimal performance and resolve any issues promptly.			



Labor Services-Access Door Control System

Description				Price	Qty	Ext. Price																																												
<table><tr><th>Job Role</th><th></th><th>Rate</th><th></th></tr><tr><td>IT Program Manager - Contractor Site</td><td></td><td>\$230.00</td><td></td></tr><tr><td>Software / Network Engineer II - Contractor Site</td><td></td><td>\$192.00</td><td></td></tr><tr><td>Software / Network Engineer III</td><td></td><td>\$245.00</td><td></td></tr><tr><td>Subject Matter Expert II</td><td></td><td>\$245.00</td><td></td></tr><tr><td>Systems Analyst IV</td><td></td><td>\$195.00</td><td></td></tr><tr><td>Subject Matter Expert III -</td><td></td><td>\$320.00</td><td></td></tr><tr><td>Systems Analyst IV</td><td></td><td>\$195.00</td><td></td></tr><tr><td>Subject Matter Expert III -</td><td></td><td>\$320.00</td><td></td></tr><tr><td>Systems Administrator II - Contractor Site</td><td></td><td>\$220.00</td><td></td></tr><tr><td>Computer Security Specialist III</td><td></td><td>\$235.00</td><td></td></tr></table>				Job Role		Rate		IT Program Manager - Contractor Site		\$230.00		Software / Network Engineer II - Contractor Site		\$192.00		Software / Network Engineer III		\$245.00		Subject Matter Expert II		\$245.00		Systems Analyst IV		\$195.00		Subject Matter Expert III -		\$320.00		Systems Analyst IV		\$195.00		Subject Matter Expert III -		\$320.00		Systems Administrator II - Contractor Site		\$220.00		Computer Security Specialist III		\$235.00				
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Network Engineer				28	\$192.00	\$ 5,376																																												
Subject Matter Expert III -				83	\$320.00	\$ 26,560																																												
P2: Site Survey and Assessment																																																		
Software / Network Engineer II				22	\$192.00	\$ 4,224																																												
Subject Matter Expert III				35	\$320.00	\$ 11,200																																												
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Software / Network Engineer II				31	\$192.00	\$ 5,952																																												
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Subject Matter Expert III				69	\$320.00	\$ 22,080																																												
Systems Analyst IV				25	\$195.00	\$ 4,875																																												
Software / Network Engineer III				81	\$245.00	\$ 19,845																																												
Level1 Technician (Multiple Man power)				121	\$220.00	\$ 26,620																																												
User Experience Designer				29	\$195.00	\$ 5,655																																												
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Subject Matter Expert III				118	\$320.00	\$ 37,760																																												
Software / Network Engineer III				102	\$245.00	\$ 24,990																																												
P8: Project Handover, Training, and Go-Live																																																		
Computer Security Specialist III				54	\$245.00	\$ 13,230																																												
Subject Matter Expert III -				103	\$320.00	\$ 32,960																																												
• Total non-Public works Cost:						\$262,257																																												



Labor Services-Access Door Control System

Description	Price	Qty	Ext. Price																								
Access Door Control System Public Works - Labor in accordance with CMAS Public Contract Code(PCC)§ 1101. We are aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since the work covered by this Agreement involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws as set forth in the foregoing statutes and in the Special Provisions of the Contract Documents.																											
Access Door Control System Labor - in accordance with CMAS Public Contract Code(PCC)§ 1101. Labor - Project Services CMAS Contract# 3-22-10-1022	\$72,800.00	1	\$72,800.00																								
P6: Installation of Access Control Systems • Install access control panels, readers, and door hardware at all designated locations, including Huntington Park Town Hall, Police Department, Courthouse, Public Works, community centers, and well sites. • Perform on-site configuration of access control readers, controllers, and communication with the central management system. • Verify all installations meet the technical specifications and local regulations.																											
<table border="1"> <thead> <tr> <th colspan="4">Access Control</th> </tr> <tr> <th colspan="4">P2 Installation - Public Works Labor</th> </tr> <tr> <th></th> <th>Hours</th> <th>Rate</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Craft: Electrician Calss: Sound Installer Journeyman</td> <td>200</td> <td>325</td> <td>\$65,000.00</td> </tr> <tr> <td>Craft: Electrician Calss: Sound Installer Apprentice</td> <td>40</td> <td>195</td> <td>\$7,800.00</td> </tr> <tr> <td colspan="3">Total Public Works - CMAS Public Contract Code (PCC)§ 1101.</td> <td>\$72,800.00</td> </tr> </tbody> </table>	Access Control				P2 Installation - Public Works Labor					Hours	Rate	Total	Craft: Electrician Calss: Sound Installer Journeyman	200	325	\$65,000.00	Craft: Electrician Calss: Sound Installer Apprentice	40	195	\$7,800.00	Total Public Works - CMAS Public Contract Code (PCC)§ 1101.			\$72,800.00			
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Craft: Electrician Calss: Sound Installer Apprentice	40	195	\$7,800.00																								
Total Public Works - CMAS Public Contract Code (PCC)§ 1101.			\$72,800.00																								
Subtotal:			\$335,000.00																								



COHP Avigilon Camera System and Door Access System Citywide

Prepared by:

LAN WAN Enterprise IT Solutions

Sales Department
844-526-9263
sales@lanwane.com

Prepared for:

City of Huntington Park

6550 Miles Avenue
Huntington Park, CA 90255
Rick Reyes
(323) 582-6161
rreyes@hpca.gov

Quote Information:

Quote #: 002034

Version: 1
Delivery Date: 08/15/2024
Expiration Date: 08/07/2024

Quote Summary

Description	Amount
Camera System - Hardware	\$548,922.70
Camera System - Licenses	\$40,148.10
Labor Services-Camera System	\$808,847.00
Access Door Control System - Hardware	\$127,527.90
Access Door Control System - Licenses	\$33,501.50
Labor Services-Access Door Control System	\$335,000.00
Subtotal:	\$1,893,947.20
Shipping:	\$2,500.00
Estimated Tax:	\$72,770.04
Total:	\$1,969,217.24

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

LAN WAN Enterprise IT Solutions

City of Huntington Park

Signature: _____

Name: Sales Department

Title: Pre\Post Sales Department

Date: 08/15/2024

Signature: _____

Name: Rick Reyes

Date: _____

maps and device layout

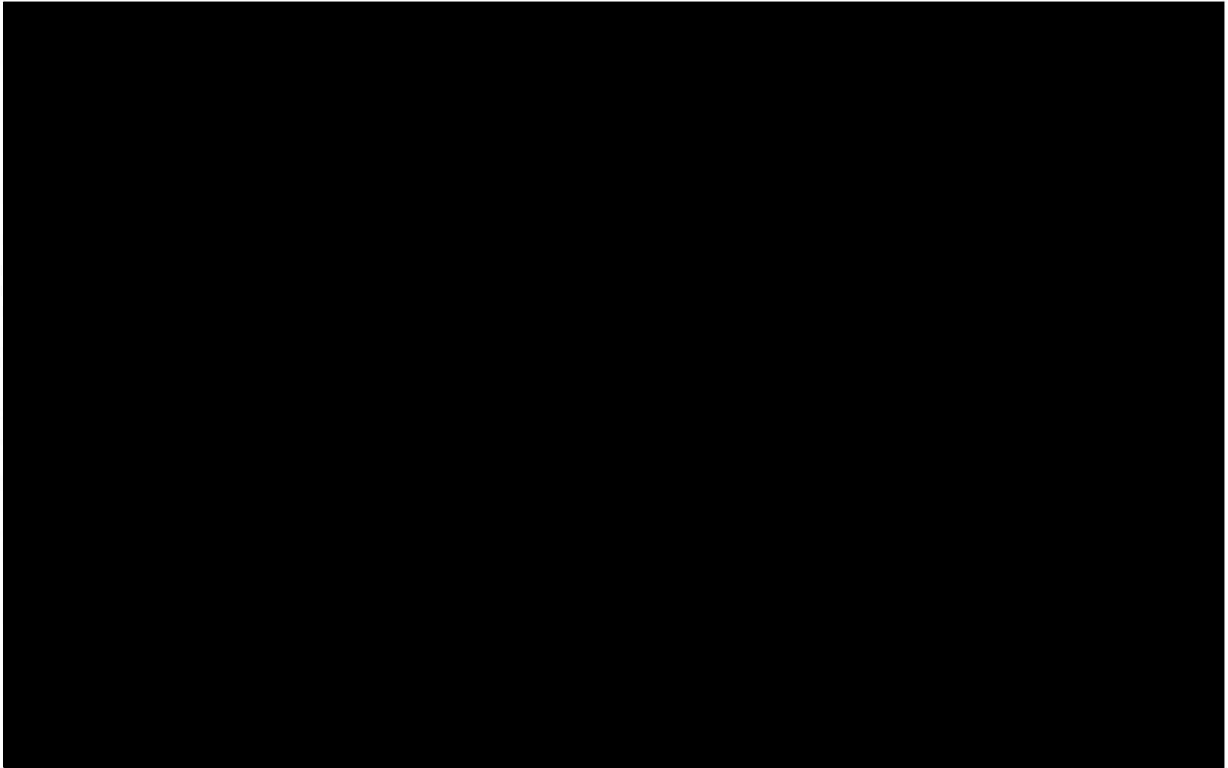


Figure 3-26: Town Hall and Courthouse - Floor 1

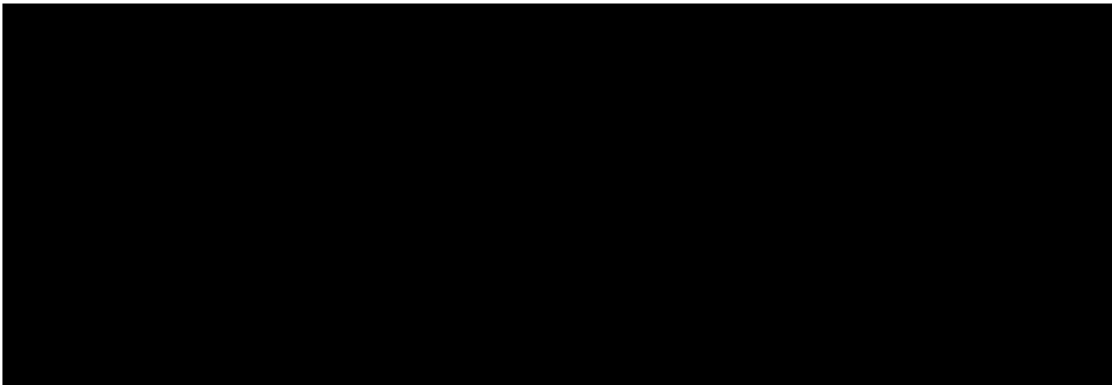


Figure 3-27: Town Hall and Courthouse - Floor 2

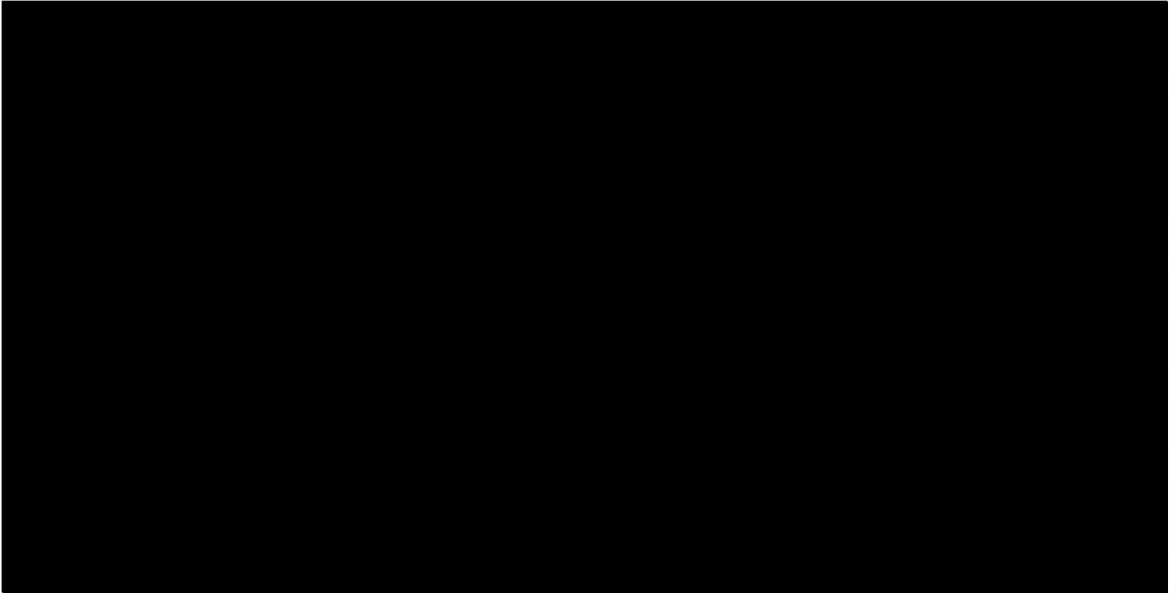


Figure 3-28: Town Hall and Courthouse - Exterior

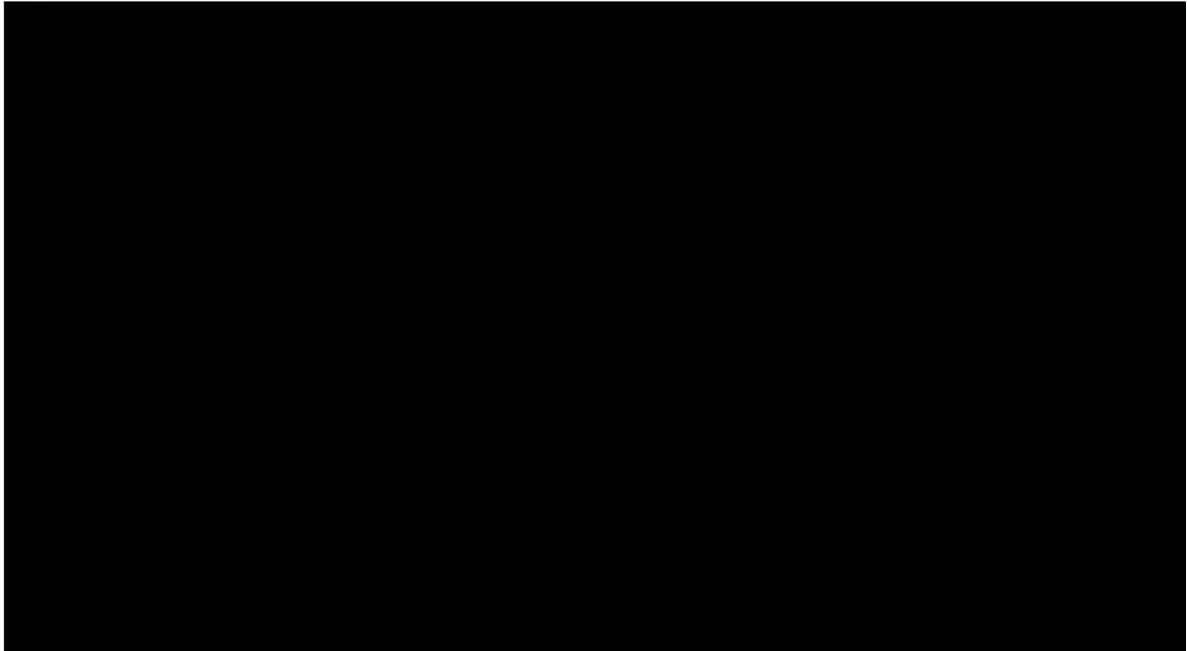


Figure 3-29: Police Department - Floor 1

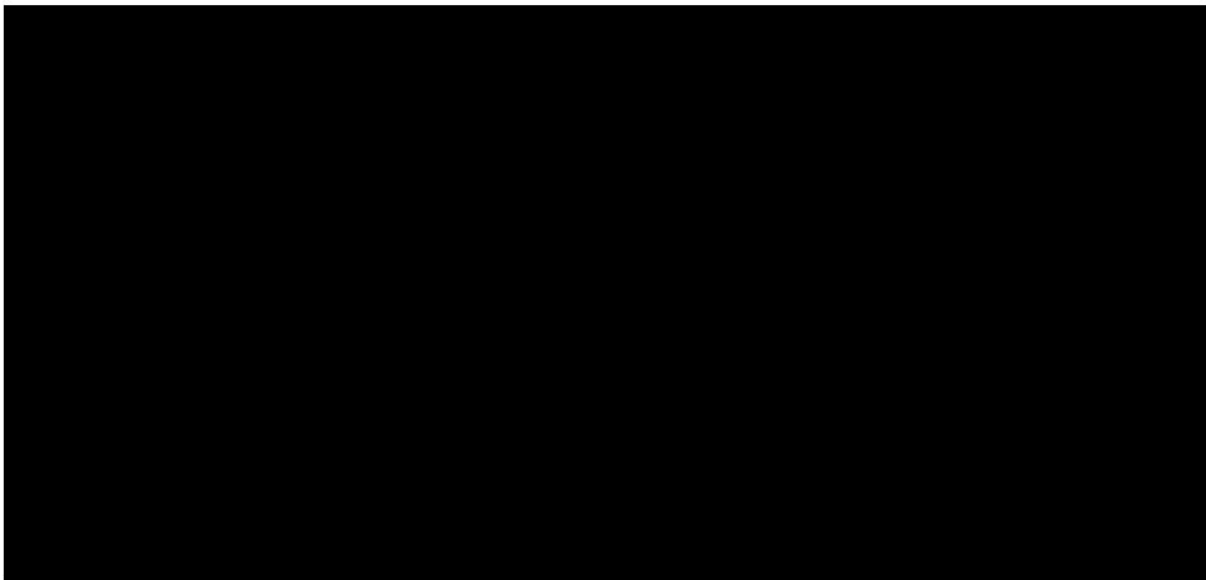


Figure 3-30: Police Department - Floor 2

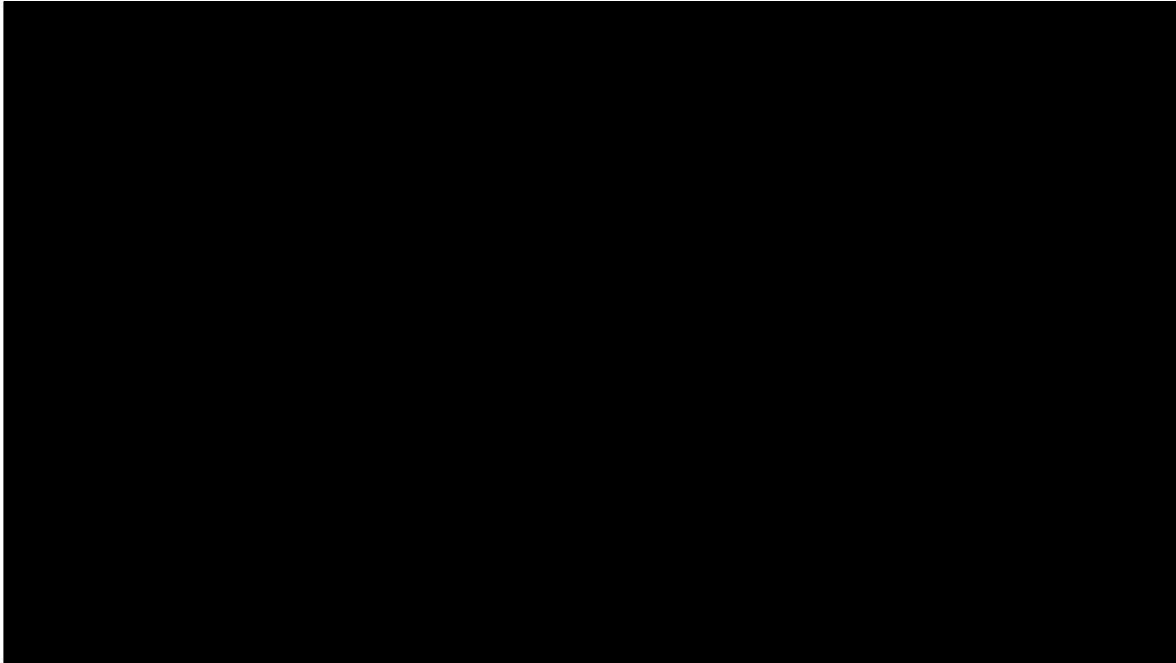


Figure 3-31: Police Department - Exterior

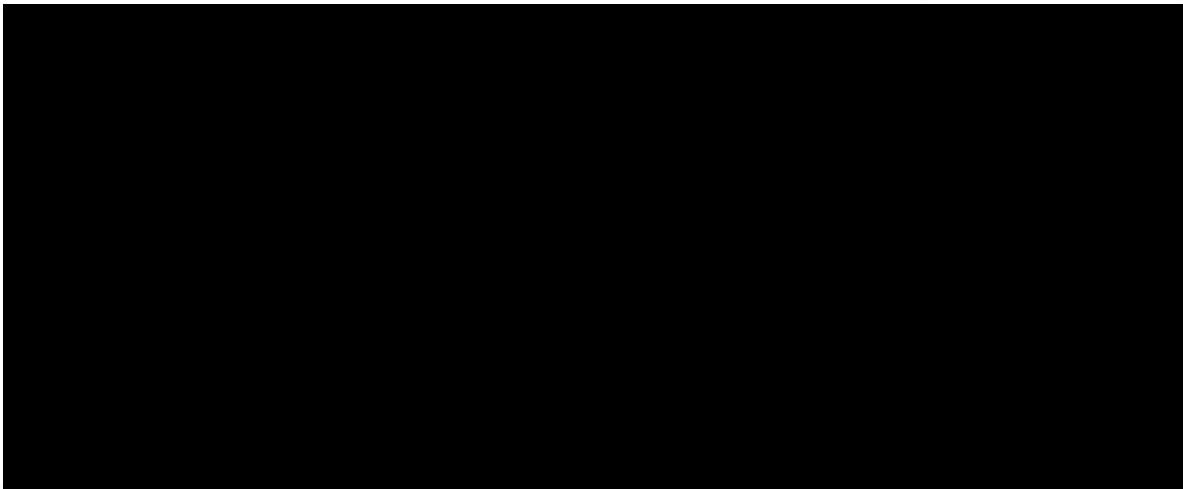


Figure 3-32: Huntington Public Works - Bld. 1 (exterior)



Figure 3-33: Huntington Public Works - Bld. 2 (exterior)

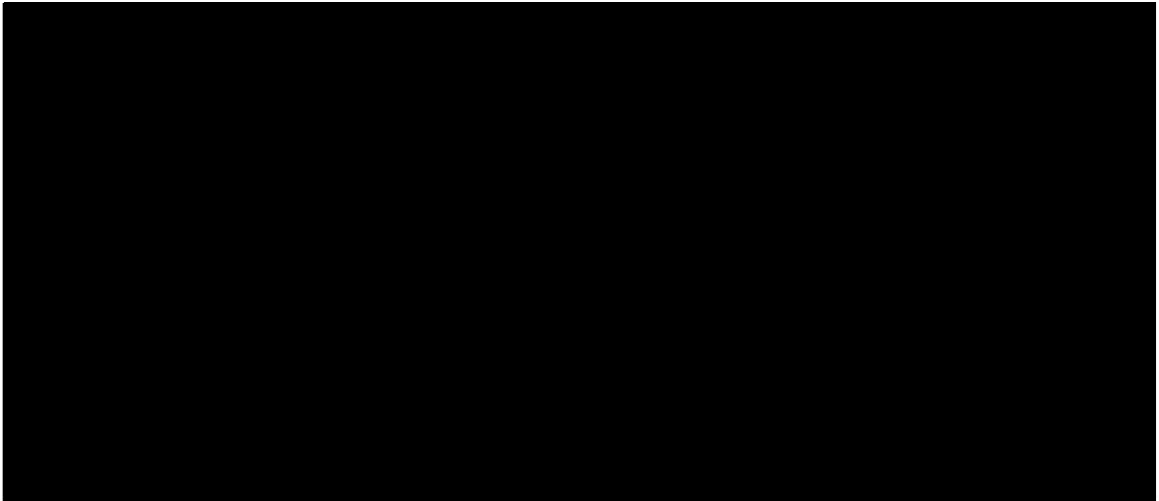


Figure 3-34: Huntington Public Works - Bld. 3 (exterior)



Figure 3-35: Huntington Public Works - Bld. 4 (exterior)

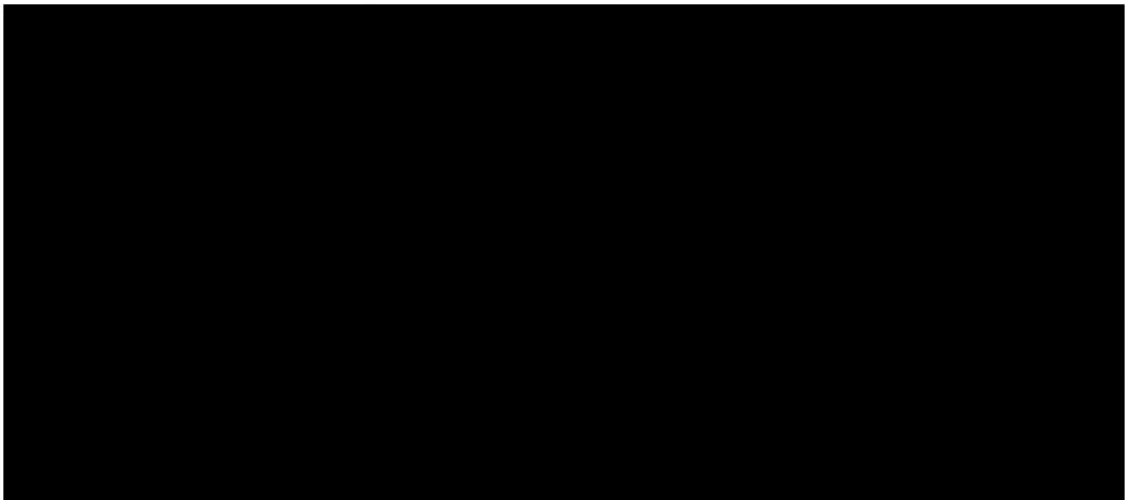


Figure 3-36: Huntington Public Works - Bld. 4 (exterior)

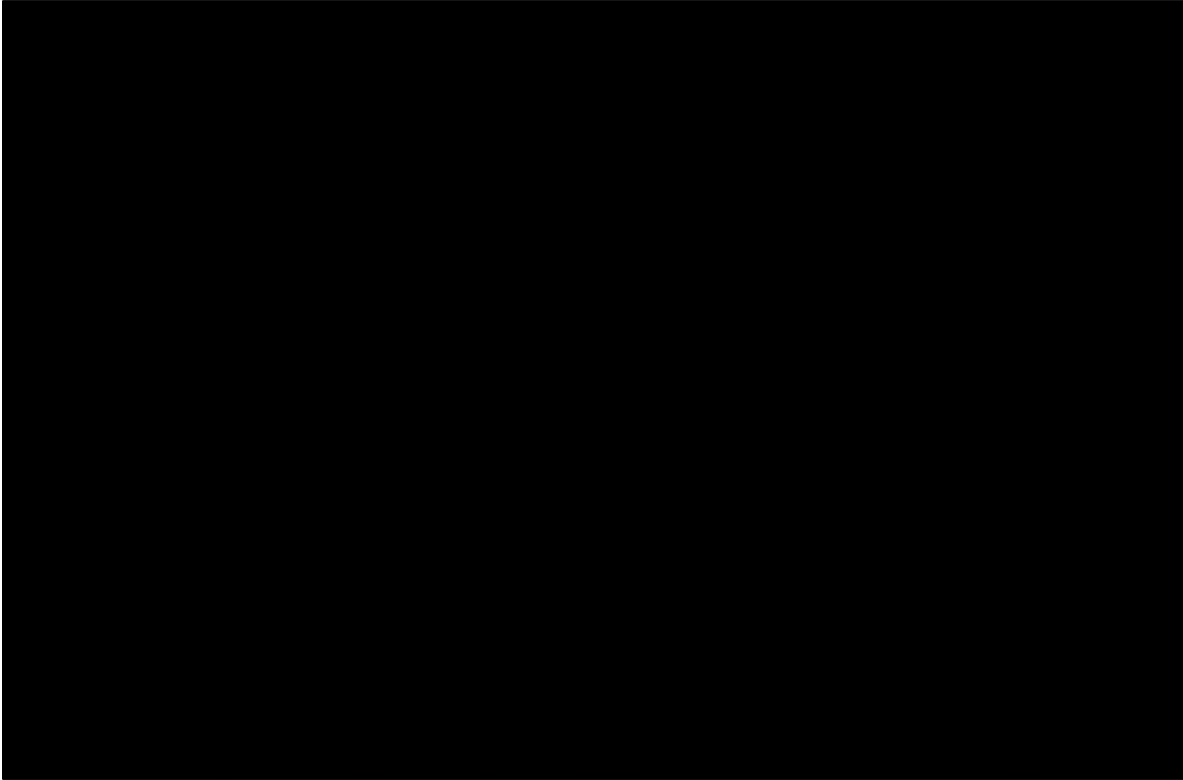


Figure 3-37: Frank Park Community Center (Interior + Exterior)

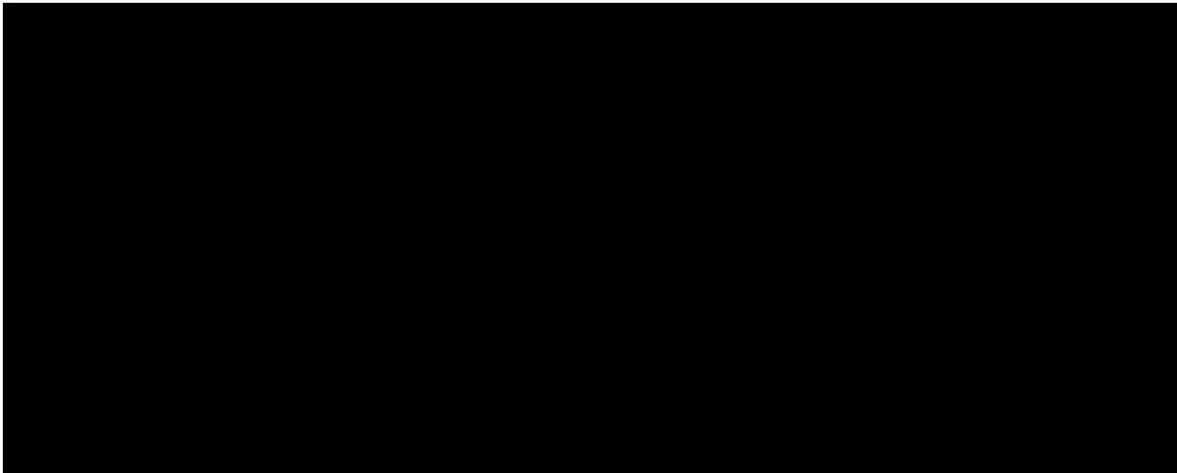


Figure 3-38: Raul Perez Park (Exterior + Interior)

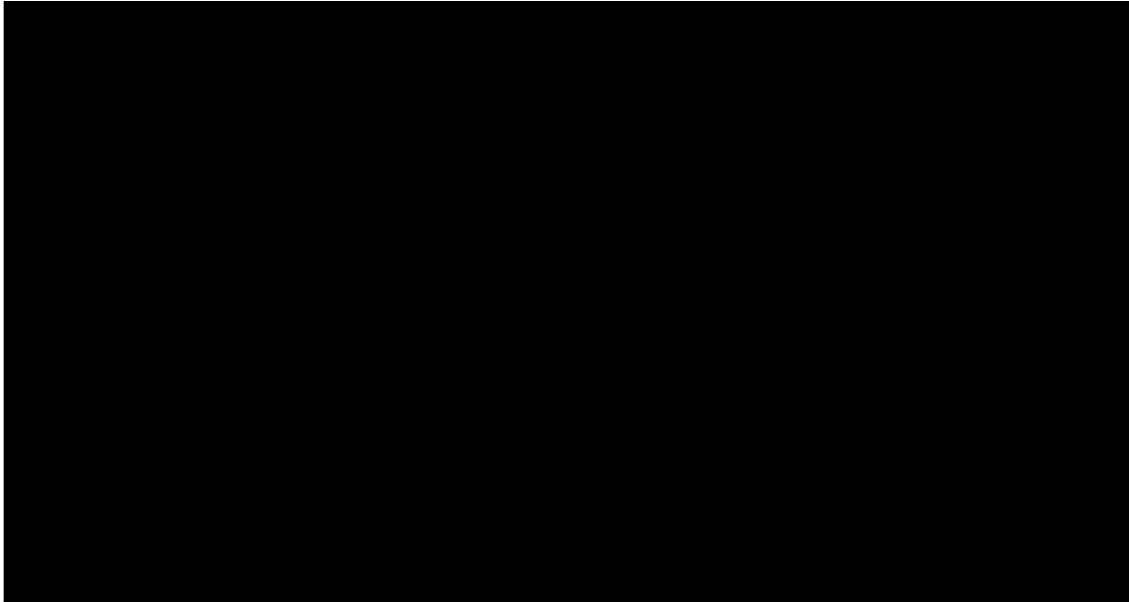


Figure 3-39: Salt Lake Park (Exterior)

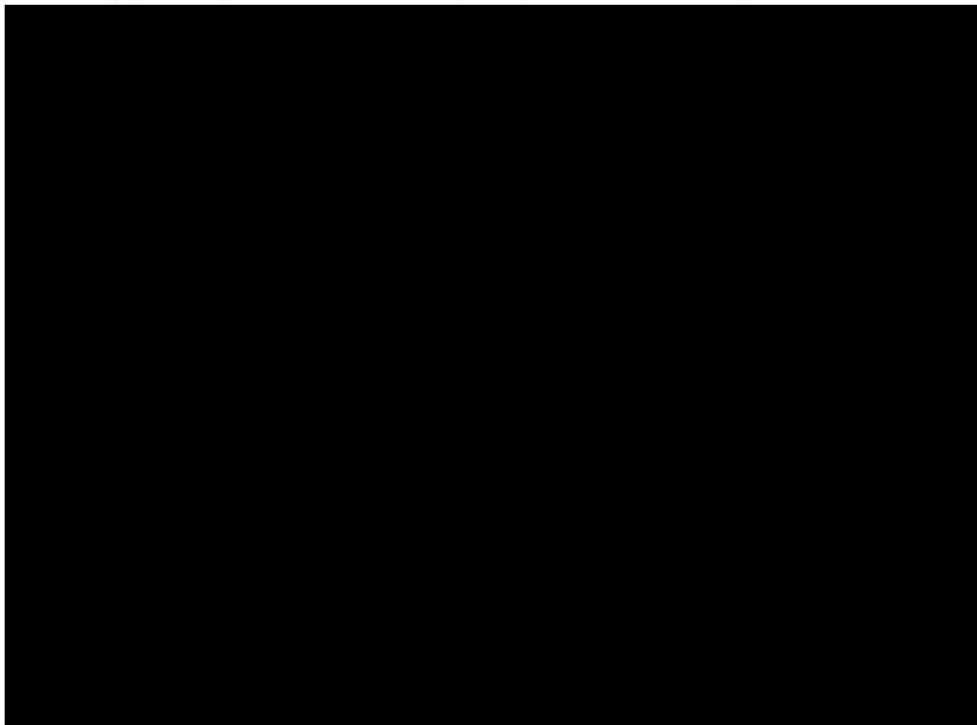


Figure 3-40: Salt Lake Park (Interior)

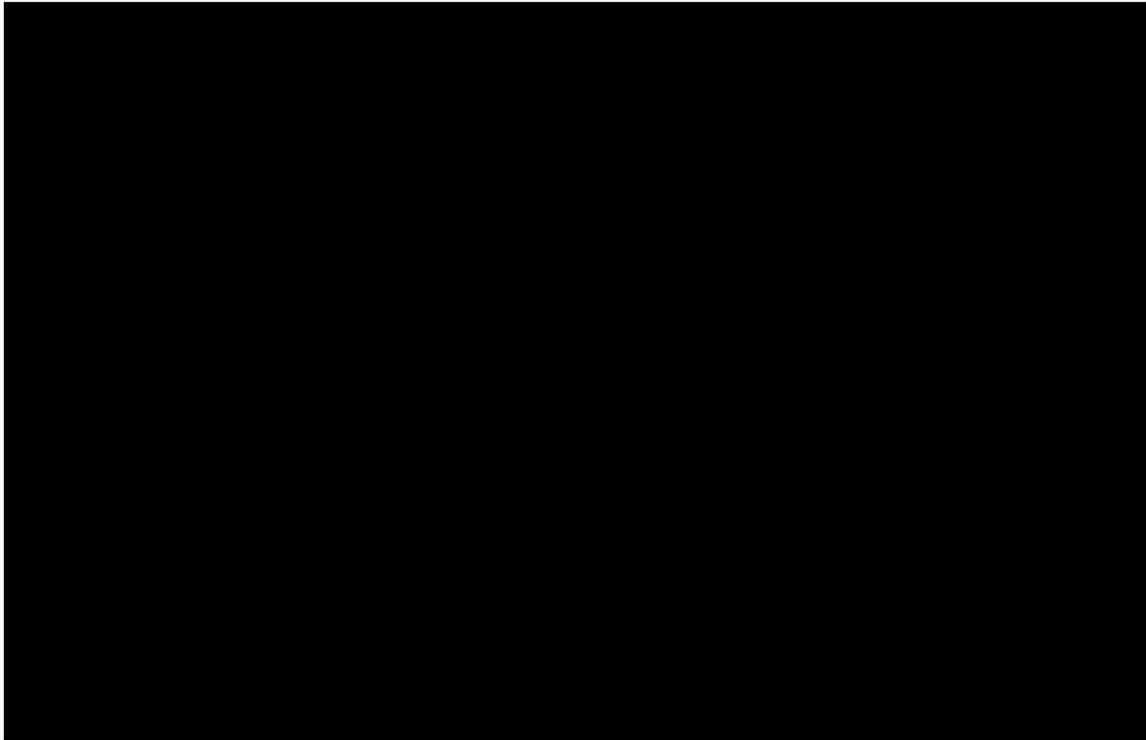


Figure 3-41: Veterans Park

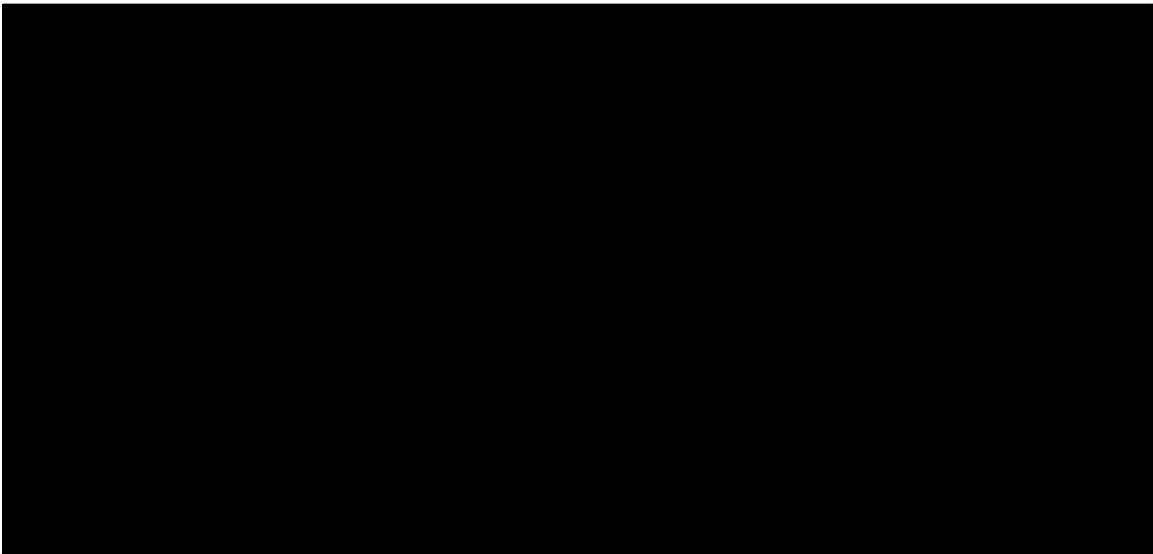


Figure 3-42: Well Site 12

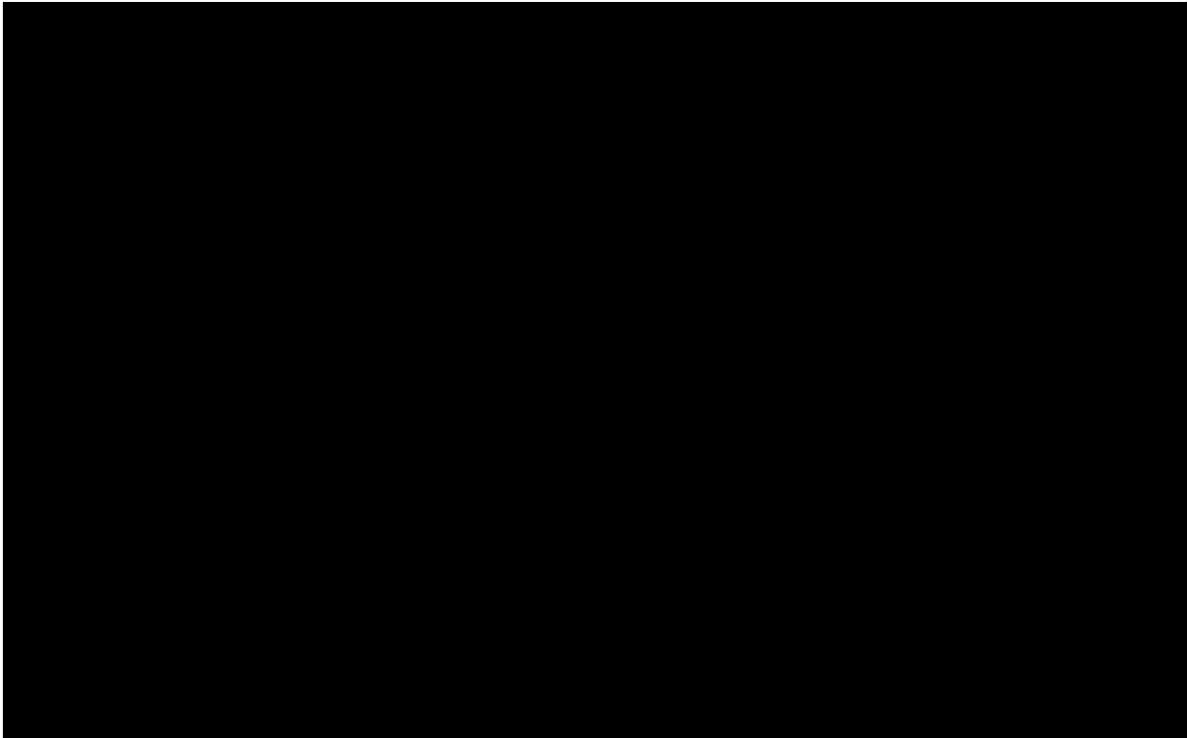


Figure 3-43: Well Site 14

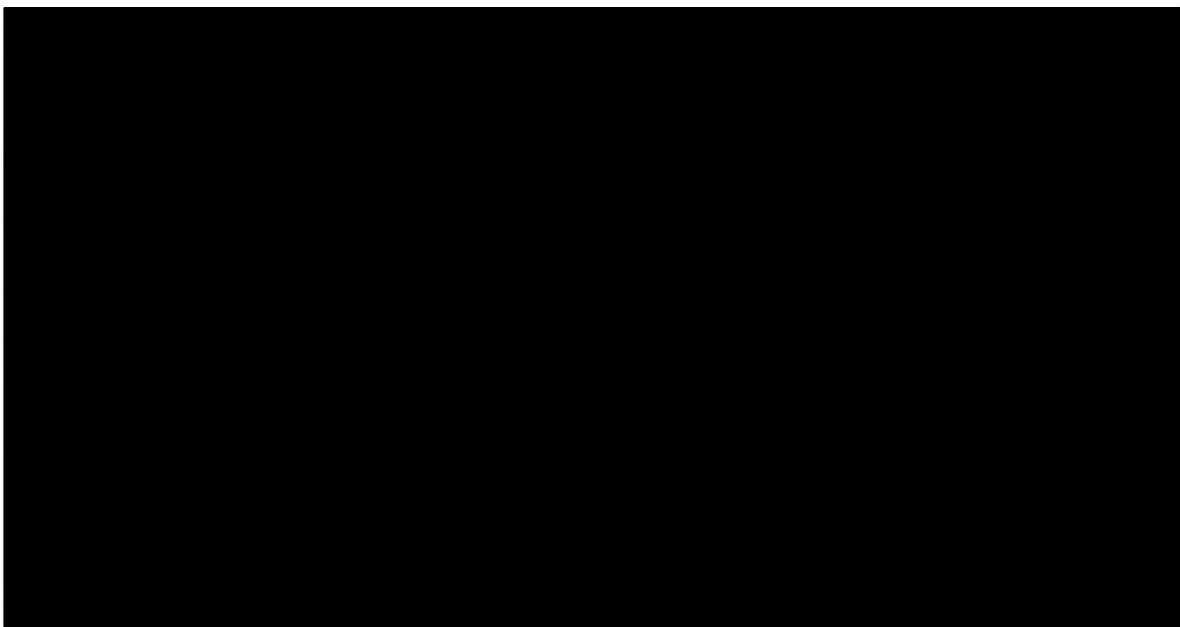


Figure 3-44: Well Site 1

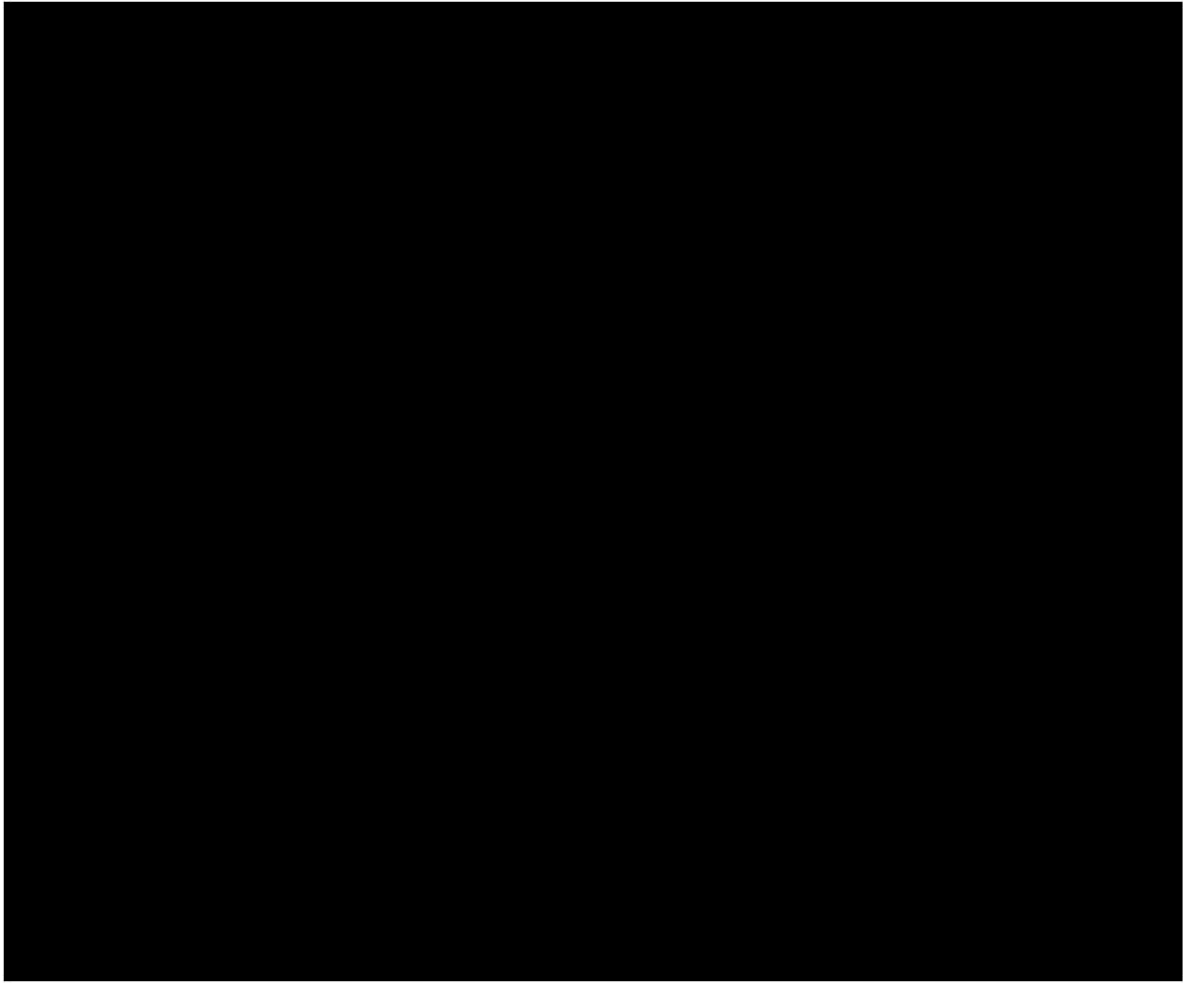


Figure 3-45: Well Site 16

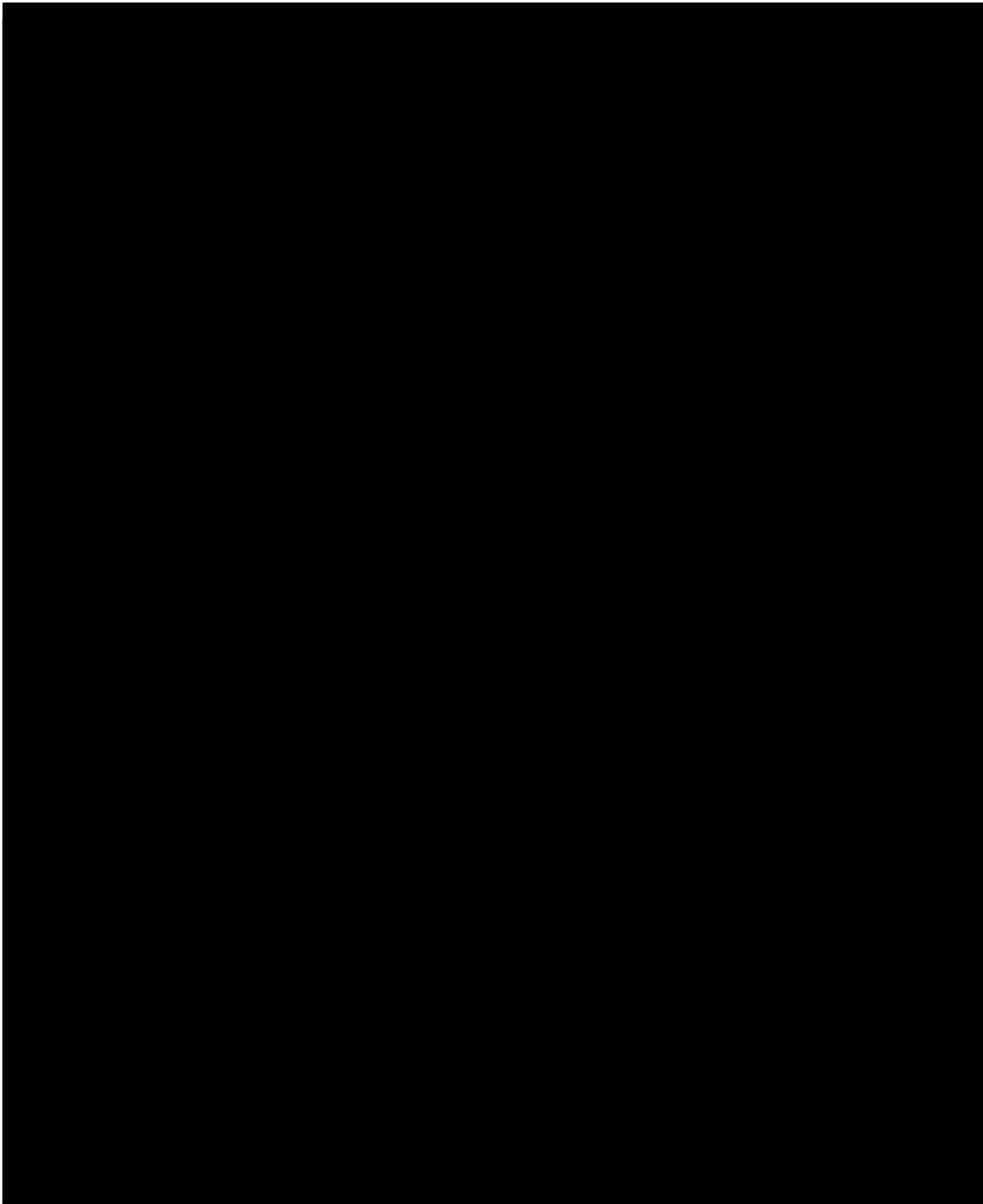


Figure 3-46: Well Site 17

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

LAN WAN Enterprise, Inc.

CMAS NUMBER:	3-23-05-1052
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:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>47QTCA19D00JN</u>
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-Tripplite
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

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
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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-23-05-1052**

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).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-23-05-1052**

- 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-23-05-1052**

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 NUMBER 3-23-05-1052**

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-23-05-1052**

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-23-05-1052**

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-23-05-1052**

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.

CALIFORNIA MULTIPLE AWARD SCHEDULE (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 \(RESN\) 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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-23-05-1052**

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

Bonds: For guidelines, see CMAS, 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.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order or \$25,000 whichever is lower.
6. An NSP item included in an order issued against 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.

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8. Lease/Purchase Analysis

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

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

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.

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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:	3-24-01-1003
CMAS TERM DATES:	1/03/2024 through 4/12/2028
EFFECTIVE DATE:	1/03/2024
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	<u>March 1, 2023</u>
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>47QSWA18D003K</u>
BASE SCHEDULE HOLDER:	ICU Technologies Inc
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, integration, installation, maintenance, and repair of surveillance systems, security and detection systems, physical access control systems, software maintenance as a product, Software as a Service (SaaS), and other cloud computing services. (See pages 3 and 4 for the job titles and 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.

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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.

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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-Avigilon
Data Commun-Network Mgmt
LAN/WAN-Wireless Network
Network-System
Security-Access Control System
Security-IT Hardware
Security-IT Network
Video Equipment-Accessories
Video-Surveillance Camera

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase, warranty, integration, installation, maintenance, and repair of surveillance systems, security and detection systems, physical access control systems, software maintenance as a product, Software as a Service (SaaS), and other cloud computing services.

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

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

Security Technician I
Security Technician II

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

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

FIND BASE SCHEDULE PRICING

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

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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, security system design, management, and life cycle support, training courses, ancillary supplies and services, 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

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
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.

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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.

PRICE DISCOUNTS

This CMAS contains dollar volume discounts. See the base schedule for the specific discount percentage.

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.

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CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

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

WARRANTY

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

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

DELIVERY

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

LIQUIDATED DAMAGES FOR LATE DELIVERY

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

SHIPPING INSTRUCTIONS

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

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

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

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

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

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PURCHASING AUTHORITY DOLLAR THRESHOLD

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

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

HOW TO USE CMAS

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

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

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

CONFLICT OF INTEREST

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

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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.

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

2. Service and Delivery after CMAS Expiration

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

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
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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 (RESN) 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 (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.

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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 SMar State Financial Marketplace. Buyers may contact the GS SMar Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMar and/or Lease SMar). 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 SMar Unit via e-mail at 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.

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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:	3-22-10-1022
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: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>GS-35F-0280X</u>
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.
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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.

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.

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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

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
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.

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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.

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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, 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

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.

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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](#). 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.

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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. 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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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 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.

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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

NON-MANDATORY

LAN WAN Enterprise, Inc.

CMAS NUMBER:	3-24-01-1005
CMAS TERM DATES:	1/03/2024 through 9/15/2028
EFFECTIVE DATE:	1/03/2024
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	<u>March 1, 2023</u>
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>GS-02F-0151U</u>
BASE SCHEDULE HOLDER:	Tri-State Camera Exch. 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, printing and photographic equipment, 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.

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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.

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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-Cisco
Brand-Hewlett Packard (HP)
Brand-Hewlett Packard (HPE)
Controller-Facility Management
Data Commun-Data Switch
Data Commun-Network Mgmt
Data Commun-Processor
Data Commun-Technical Control
Hubs-Network
Network-Component
Network-System
Router-Network

AVAILABLE PRODUCTS AND/OR SERVICES

This CMAS provides for the purchase and warranty of hardware, hardware maintenance services, software, software maintenance as a product, printing and photographic equipment, 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

The purchase of non-Information Technology products, restroom products, software maintenance as a service, and order-level materials are not available under this CMAS.

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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

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
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

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.

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PRICE DISCOUNTS

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

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

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

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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.

SHIPPING INSTRUCTIONS

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

PURCHASING AUTHORITY DOLLAR THRESHOLD

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

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

HOW TO USE CMAS

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

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

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

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

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

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

CONFLICT OF INTEREST

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

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SPLITTING ORDERS

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

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

2. Service and Delivery after CMAS Expiration

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

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3. Multiple CMAS Agreements on a Single Purchase Order

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

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

4. Amendments to State Agency's Purchase Orders

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

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

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

Amendments unique to Non-IT Services:

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

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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 \(RESN\) 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 (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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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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.

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8. Lease/Purchase Analysis

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

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

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.

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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:	3-24-02-1012
CMAS TERM DATES:	2/06/2024 through 8/21/2028
EFFECTIVE DATE:	2/06/2024
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	<u>March 1, 2023</u>
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	<u>47QSWA18D008F</u>
BASE SCHEDULE HOLDER:	Carahsoft Technology Corp
PROGRAM ANALYST	Bryan Dugger bryan.dugger@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase and warranty of hardware, hardware maintenance and repair services, software, software maintenance as a product, electronic commerce and subscription services, and cloud computing services. (See page 3 for the specific brand and 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.

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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 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.

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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-Gridless Power
Solar-Power Equip

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer/publisher listed are available within the scope of this CMAS:

Gridless Power

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, 3D printing solutions and additive manufacturing solutions, electric and autonomous vehicles and accessories, physical records management services, electronic records management solutions, financial management quality service management office core financial management solutions and IT professional services, Earth observation solutions, Information Technology (IT) consulting services, automated contact center solutions, training courses, ancillary supplies and services, and order-level materials are not available under this CMAS.

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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

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
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.

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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. 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

30 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.

PURCHASING AUTHORITY DOLLAR THRESHOLD

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

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

HOW TO USE CMAS

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).

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

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

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

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

CONFLICT OF INTEREST

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

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SPLITTING ORDERS

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

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

2. Service and Delivery after CMAS Expiration

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

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3. Multiple CMAS Agreements on a Single Purchase Order

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

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

4. Amendments to State Agency's Purchase Orders

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

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

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

Amendments unique to Non-IT Services:

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

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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 1/31/2026.

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-24-02-1012**

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-24-02-1012**

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

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 \(RESO\) website](#) if you have questions about public works transactions.

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

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

The bond amount for public works is not less than 100% of the purchase order price.

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

Bonds: For guidelines, see CMAS, 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 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.
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.

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

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

1. Items not intended for use in direct support of the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer that is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
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CMAS NUMBER 3-24-02-1012**

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).

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.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-24-02-1012**

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](#).

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-24-02-1012**

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)
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8. Lease/Purchase Analysis

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

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

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.
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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:	3-22-03-1083
SUPPLEMENT NUMBER:	1
CMAS TERM DATES:	3/29/2022 through 9/26/2029
EFFECTIVE DATE:	7/30/2024
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	<u>March 1, 2023</u>
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	47QTCA19D00MM
BASE SCHEDULE HOLDER:	TD SYNnex Corporation
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, 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.)

This supplement is to extend this CMAS through 9/26/2029. In addition, this supplement replaces the existing CMAS. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions, and products and/or services are included herein. All purchase orders issued by State agencies shall incorporate these Ordering Instructions and Special Provisions, and CMAS Terms and Conditions. Review these provisions carefully as they have changed.

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-22-03-1083, SUPPLEMENT NUMBER 1

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

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

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.

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 3-22-03-1083, SUPPLEMENT NUMBER 1**

CMAS PRODUCT & SERVICE CODES

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

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

This 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.

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 and order-level materials are not available under this CMAS.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-22-03-1083, SUPPLEMENT NUMBER 1**

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

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
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 3-22-03-1083, SUPPLEMENT NUMBER 1**

PRICE DISCOUNTS

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

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.

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror.

Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

State agencies are required to obtain a GenAI Disclosure & Factsheet (STD 1000) from the Contractor prior to award.

If GenAI is disclosed by the Contractor, state agencies must follow the required GenAI purchase procedures outlined in State Contracting Manual Section 2300 (Generative Artificial Intelligence) Steps 5 through 8. State agencies must retain in their procurement file the GenAI Disclosure & Factsheet STD 1000 form and the written confirmation that the purchase may proceed.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
LAN WAN ENTERPRISE, INC.
CMAS NUMBER 3-22-03-1083, SUPPLEMENT NUMBER 1**

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

30 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.

SHIPPING INSTRUCTIONS

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

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PURCHASING AUTHORITY DOLLAR THRESHOLD

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

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

HOW TO USE CMAS

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

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website and select "Find a CMAS Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).

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- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Agency packet available online.

AGENCY RESPONSIBILITY

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

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

CONFLICT OF INTEREST

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

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SPLITTING ORDERS

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

This provision does not apply to local government agencies.

ORDERING PROCEDURES

1. Purchase Orders

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

a. State Departments:

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

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

b. Local Government Agencies:

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

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

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

2. Service and Delivery after CMAS Expiration

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

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3. Multiple CMAS Agreements on a Single Purchase Order

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

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

4. Amendments to State Agency's Purchase Orders

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

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

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

Amendments unique to Non-IT Services:

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

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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 1/31/2026.

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 \(RESN\) 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 (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 and C-10 Electrical license that is valid through 23/31/2025.

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

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

1. Payment Terms

Payment terms for this CMAS are net 45 days.

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

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 3-22-03-1083, SUPPLEMENT NUMBER 1**

8. Lease/Purchase Analysis

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS Smart State Financial Marketplace. Buyers may contact the GS Smart Unit via e-mail at SFM@dgs.ca.gov for further information.

9. Leasing

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

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.

ITEM 5



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 20, 2024

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:

**RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE
PROGRAM AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR 2024/2025
ABC GRANT ASSISTANCE PROGRAM FUNDING**

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Standard Agreement with the Department of Alcoholic Beverage Control - Grant Assistance Program; and
2. Adopt a resolution authorizing the City Manager to enter into an agreement with the Department of Alcoholic Beverage Control; and
3. Authorize a budget appropriation of \$40,000 to the designated account.

BACKGROUND

In 1995, the Department of Alcoholic Beverage Control (ABC) embarked on an innovative approach to expand enforcement of alcoholic beverage regulations. Through the Grant Assistance Program (GAP), ABC partners with local law enforcement agencies to drive strategic approaches toward eliminating crime and public nuisance activity associated with establishments selling or serving alcoholic beverages in violation of State law.

The Huntington Park Police Department (HPPD) applied for grant funding through this program and the City of Huntington Park has been awarded \$40,000 (forty-thousand dollars) for the Fiscal Year 2024/2025.

**RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE
DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE
PROGRAM AND THE CITY OF HUNTINGTON PARK FOR FISCAL YEAR 2024/2025
ABC GRANT ASSISTANCE PROGRAM FUNDING**

August 20, 2024

Page 2 of 3

HPPD officers will partner with ABC investigators to implement and execute the program goals and objectives, which will at minimum include; minor decoy/shoulder tap operations, IMPACT inspections, trap door operations, party prevention, and dispersal deployment.

HPPD will also conduct various undercover operations targeting licensed establishments that are suspected of alcohol-related violations and of facilitating crime, nuisance, and community blight activities, such as loitering, prostitution, and the use and sale of narcotics.

Additionally, HPPD will incorporate prevention and education programs that will engage members of the community toward the collective effort of reducing underage drinking and alcohol-related crimes as well as identifying problem locations. Furthermore, HPPD will engage private and public organizations, community groups, and other stakeholders to enhance outreach efforts with the goal of increased public awareness of ABC regulations. HPPD will also utilize mainstream news and social media forums, as well as community events, to expand distribution of information and educational messages.

HPPD fully supports the goals and objectives of this grant program and is dedicated to making a meaningful impact on issues related to the sales and service of alcoholic beverages by ABC-licensed establishments. By enforcing regulations on violators, law-abiding establishments will benefit from increased patronage and a stronger community.

FISCAL IMPACT/FINANCING

No matching funds are required to receive these grant funds. ABC provides reimbursement of funds spent. Reimbursements invoices will be submitted to ABC in accordance with invoicing procedures.

The following budget appropriations for Fiscal Year 2024/2025, totaling \$40,000, are requested:

- Account Number 252-7010-421.13-00 / ABC Overtime - Regular, \$32,400
- Account Number 252-7010-421.59-15 / ABC Training and Development, \$3,000
- Account Number 252-7010-421.61-20 / ABC Supplies, \$4,100
- Account Number 252-7010-421.56-12 / ABC Petty Cash, \$500

The grants funds provide reimbursement for overtime hours worked by police personnel to execute the grant objectives through special enforcement operations and community engagement. The petty cash is for buy-bust operations.

**RESOLUTION TO APPROVE THE STANDARD AGREEMENT BETWEEN THE
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August 20, 2024

Page 3 of 3

LEGAL AND PROGRAM REQUIREMENTS

Please refer to the Standard Agreement included with this report for legal and program requirements associated with accepting these grant funds.

CONCLUSION

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

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. Fiscal Year 2024/2025 Standard Agreement
- B. Resolution authorizing the City Manager to enter into an agreement with the Department of Alcoholic Beverage Control

ATTACHMENT "B"

RESOLUTION OF THE GOVERNING BOARD

WHEREAS, The Huntington Park Police Department desires to undertake a certain project designated as (Project title) to be funded in part from funds made available through the Alcohol Policing Partnership (APP) program administered by the Department of Alcoholic Beverage Control (hereafter referred to as ABC);

NOW, THEREFORE, BE IT RESOLVED that the (designated official by title only) of the (County or City) is authorized to execute on behalf of (Governing board) the attached contract, including any extensions or amendments thereof and any subsequent contract with the State in relation thereto.

IT IS AGREED that any liability arising out of the performance of this contract, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and ABC disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

IT IS ALSO AGREED that this award is not subject to local hiring freezes.

I hereby certify that the foregoing is a true copy of the resolution adopted by the (governing body) of (unit of local government or organization) in a meeting thereof held on (date) by the following:

Vote:

Ayes:

Nays:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

ATTACHMENT "B"

RESOLUTION OF THE GOVERNING BOARD

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Absent:

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Vote:

Ayes:

Nays:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

ATTACHMENT "A"

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2024 through June 30, 2025.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least five (5) Minor Decoy operations.
2. Conduct at least five (5) Shoulder tap operations, including the Statewide Shoulder tap operation.
3. Conduct at least five (5) IMPACT operations.

4. Conduct at least four (4) Undercover operations.
5. Conduct at least four (4) DUI Enforcement operations.
6. Conduct at least six (6) Roll Call trainings.
7. Conduct at least one (1) TRACE training.
8. Conduct at least four (4) Community meetings.
9. Facilitate at least two (2) LEAD trainings.
10. Provide press/social media releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
11. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
12. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Huntington Park Police Department
Elsa Cobian, Administrative Lt.
6542 Miles Avenue
Huntington Park, CA 90255
(323) 826-6695
ecobian@hppolice.org

Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2329
Brandon.shotwell@abc.ca.gov

Direct all fiscal inquiries to:

Huntington Park Police Department
Jeff Jones, Finance Director
6550 Miles Avenue
Huntington Park, CA 90255
(323) 582-6161
jjones@hpcapca.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (24-APP16) and must not exceed the contract total authorized amount of \$40,000.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
Attn: Kristine Okino, Grant Coordinator
3927 Lennane Drive
Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2024.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2024 and on or before the project termination date, June 30, 2025.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Sergeant (\$89.00/hourly)	\$10,700.00
Corporal (\$81.00/hourly)	\$10,600.00
Officer (\$76.00/hourly)	\$11,100.00
Benefits – n/a	\$0.00
TOTAL Personnel	\$32,400.00
B. Operating Expenses (receipts required)	
Buy Money	\$500.00
Supplies (<i>pre-approval required</i>)	\$1,600.00
TOTAL Operating	\$2,100.00
C. Equipment (receipts required, must be purchased by 12/31)	
Apple Tablets	\$2,300.00
Tablet cases	\$200.00
TOTAL Equipment	\$2,500.00
D. Travel Costs	
Registration, lodging, per diem	\$3,000.00
TOTAL Travel	\$3,000.00
GRANT TOTAL	\$40,000.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. 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.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2024, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

ATTACHMENT "A"

EXHIBIT A SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.
- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:
 1. The operation period of the grant is July 1, 2024 through June 30, 2025.
 2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.
 3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.
 4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.
 5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensee's on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least five (5) Minor Decoy operations.
2. Conduct at least five (5) Shoulder tap operations, including the Statewide Shoulder tap operation.
3. Conduct at least five (5) IMPACT operations.

4. Conduct at least four (4) Undercover operations.
5. Conduct at least four (4) DUI Enforcement operations.
6. Conduct at least six (6) Roll Call trainings.
7. Conduct at least one (1) TRACE training.
8. Conduct at least four (4) Community meetings.
9. Facilitate at least two (2) LEAD trainings.
10. Provide press/social media releases on grant enforcement activities.
 - A. To announce the start of the program;
 - B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
 - C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).
11. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.
12. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports, on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Huntington Park Police Department
Elsa Cobian, Administrative Lt.
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(323) 826-6695
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Department of Alcoholic Beverage Control
Brandon Shotwell, Supervising Agent in Charge
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Direct all fiscal inquiries to:

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(323) 582-6161
jjones@hpcpa.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
Kristine.okino@abc.ca.gov

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.
- Invoices shall clearly reference this contract number (24-APP16) and must not exceed the contract total authorized amount of \$40,000.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

Submit to: Department of Alcoholic Beverage Control
 Attn: Kristine Okino, Grant Coordinator
 3927 Lennane Drive
 Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statutes of 2024.
- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2024 and on or before the project termination date, June 30, 2025.
- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.
- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.
- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.
- Title shall be reserved to the State for any State-furnished or State-financed property authorized by the State which is not fully consumed in the performance of this agreement. Contractor is responsible for the care, maintenance, repair, and protection of any such property. Inventory records shall be maintained by Contractor and submitted to the State upon request. All such property shall be returned to the State upon the expiration of this grant unless the State otherwise directs.
- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractor is required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
<u>Overtime</u>	
Sergeant (\$89.00/hourly)	\$10,700.00
Corporal (\$81.00/hourly)	\$10,600.00
Officer (\$76.00/hourly)	\$11,100.00
Benefits – n/a	\$0.00
TOTAL Personnel	\$32,400.00
B. Operating Expenses (receipts required)	
Buy Money	\$500.00
Supplies (<i>pre-approval required</i>)	\$1,600.00
TOTAL Operating	\$2,100.00
C. Equipment (receipts required, must be purchased by 12/31)	
Apple Tablets	\$2,300.00
Tablet cases	\$200.00
TOTAL Equipment	\$2,500.00
D. Travel Costs	
Registration, lodging, per diem	\$3,000.00
TOTAL Travel	\$3,000.00
GRANT TOTAL	\$40,000.00

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. 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.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
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TOTAL Travel	\$3,000.00
GRANT TOTAL	\$40,000.00

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- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

- a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. 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.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D SPECIAL TERMS AND CONDITIONS

1. **Disputes:** Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.
2. **Cancellation/Termination:** This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.
3. **Contract Validity:** This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2024, for the purposes of this program.
4. **Contractor Certifications:** By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>
5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

ITEM 6



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

August 20, 2024

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 TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES and ACCEPT INCREASE IN COST

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Consider renewal of the crossing guard services agreement with All City Management Services; and
2. Determine the length of time of the agreement and scope of service; and
3. Authorize the City Manager to finalize and execute the agreement.

BACKGROUND

All City Management Services, Inc. provides crossing guard services near school sites selected by the City throughout the community. The latest crossing guard services agreement expired on June 30, 2024.

All City Management Services, Inc. has been the City's crossing guard services provider for many years and is an industry leader in providing crossing guard services. A previous RFP for crossing guard services did not render any other competent crossing guard services provider in the industry, nor a more cost-effective one.

RECOMMENDATION

Recognizing the lack of capable crossing guard service providers in the industry and taking into account the reliable and positive service provided by All City Management to the City for many years, staff recommends Council approve renewal of the agreement.

CONSIDERATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR SCHOOL CROSSING GUARD SERVICES and ACCEPT INCREASE IN COST

August 20, 2024

Page 2 of 2

Staff further recommends Council consider a 2-year agreement, rather than the previous 1-year.

The City Manager and staff can work with All City Management to establish the level of service desired by Council and locations to be staffed by crossing guards throughout the school year.

FISCAL IMPACT/FINANCING

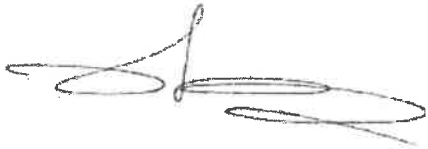
Funding for crossing guard services is allocated in FY24-25 adopted budget at an amount not to exceed \$264,000.00 (General Fund Account Number 111-9010-413-56-41 - Contractual Services).

The proposed new agreement and not to exceed amount includes a 7.034% increase from the previous agreement for this service.

CONCLUSION

Upon Council approval, staff will proceed with recommended actions.

Respectfully submitted,



RICARDO REYES
City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. All City Management Services, Inc. proposed agreement
- B. Client Worksheet 2024-2025
- C. Huntington Park Intersection Report 2024-25



ATTACHMENT "A"

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated April 17, 2024 and is between the CITY OF HUNTINGTON PARK (hereinafter called the "City"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period which commences on or around July 1, 2024 and ends on June 30, 2025 and for such term thereafter as the parties may agree upon by written amendment to this contract. Service shall begin on a best availability basis until such a time as Contractor has hired, trained and deployed Crossing Guards to all sites requested by the City. City agrees to provide site locations for Contractor to then assign and deploy Crossing Guards. Contractor shall assume liability for only those sites agreed to by both Contractor and the City by written amendment stating effective date of assignment.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks confirm employment eligibility through and E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by City of Huntington Park.
4. The City shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school

crossing areas.

8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under City's jurisdiction. The Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the City a Certificate of Insurance naming the City and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the City.
11. Contractor agrees to defend, indemnify and hold harmless the City, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by the City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of City, liability will be apportioned between Contractor and City based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify City will be limited accordingly.

ATTACHMENT "B"

All City Management Services Inc.

Client Worksheet 2024 - 2025

Department: 1000401

Billing Rate for 2024 - 2025: \$ 32.03

City of Huntington Park
6542 Miles Avenue
Huntington Park, CA 90255

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

1 Sites at 2.00 hrs per day	2	Total Hrs/day	X	180	days/yr	X	\$32.03	=	\$11,530.80
							Hourly Billing Rate		
4 Sites at 3.00 hrs per day	12	Total Hrs/day	X	180	days/yr	X	\$32.03	=	\$69,184.80
							Hourly Billing Rate		
1 Sites at 3.75 hrs per day	3.75	Total Hrs/day	X	180	days/yr	X	\$32.03	=	\$21,620.25
							Hourly Billing Rate		
1 Sites at 4.00 hrs per day	4	Total Hrs/day	X	180	days/yr	X	\$32.03	=	\$23,061.60
							Hourly Billing Rate		
1 Sites at 5.25 hrs per day	5.25	Total Hrs/day	X	180	days/yr	X	\$32.03	=	\$30,268.35
							Hourly Billing Rate		
1 Sites at 4.75 hrs per day	4.75	Total Hrs/day	X	144	days/yr	X	\$32.03	=	\$21,908.52
							Hourly Billing Rate		
4.00 hrs early release	4	Total Hrs/day	X	36	days/yr	X	\$32.03	=	\$4,612.32
							Hourly Billing Rate		
1 Sites at 5.25 hrs per day	5.25	Total Hrs/day	X	144	days/yr	X	\$32.03	=	\$24,214.68
							Hourly Billing Rate		
5.00 hrs early release	5	Total Hrs/day	X	36	days/yr	X	\$32.03	=	\$5,765.40
							Hourly Billing Rate		
2 Sites at 4.75 hrs per day	9.5	Total Hrs/day	X	144	days/yr	X	\$32.03	=	\$43,817.04
							Hourly Billing Rate		
3.50 hrs early release	7	Total Hrs/day	X	36	days/yr	X	\$32.03	=	\$8,071.56
							Hourly Billing Rate		

AVERAGE DAILY HOURS	3.82		
TOTAL NUMBER OF SITES	12.00		
TOTAL PROJECTED HOURS	8,244.00	TOTAL ANNUAL PROJECTED COST	\$264,055.32

ATTCHMENT "C"



ALL CITY MANAGEMENT SERVICES

INTERSECTIONS REPORT

Department Code: 1000401

Department Name: Huntington Park, City of

	School Name	Location Code	Location Name
1	St Mathias Elem	1052	Florence Ave / Mission Pl (NW)
2	San Antonio Elementary	8897	Randolph St / State St (SE)
3	San Antonio Elementary	19091	Randolph St / State St (SW)
4	State Street Elementary	2107	State St / Broadway Ave (SW)
5	Nimitz Middle School	19060	61st St / Carmelita Ave
6	Pacific Blvd Elem	1805	Pacific Blvd / E 58th Street (NE)
7	Hope Street Elem	2108	State St / Hope St (NE)
8	Miles Avenue Elem	1118	E Gage Ave / Marconi St (NW AM / S PM)
9	Miles Avenue Elem	1674	Mountain View Ave / Saturn Ave (SE)
10	Miles Avenue Elem	2111	State St / Zoe Ave (NE AM / W PM) Southern intersection
11	Middleton Street Elem	1119	E Gage Ave / Middleton St (NE AM / SE PM)
12	Middleton Street Elem	2023	Santa Fe Ave / Zoe Ave (NE/SE/NE)

Updated 4/6/24

ITEM 7



CITY OF HUNTINGTON PARK

Office of the City Clerk
City Council Agenda Report

August 20, 2024

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:

COUNCIL APPOINTMENTS TO VARIOUS COMMISSIONS

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Make appointments to Commissions consistent with provisions set forth in Resolution No. 2015-19.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for making appointments to various City Commissions.

Individuals appointed to Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

FISCAL IMPACT

There is no fiscal impact. Compensation for added Commissioners has been budgeted for FY 2024/25 to account 111-0123-413.19-05.

CONCLUSION

Terms will run concurrent with the Council Member who appoints. After the appointment the City Clerk will notify applicants of their appointments.

COUNCIL APPOINTMENT TO CIVIL SERVICE COMMISSION

August 20, 2024

Page 2 of 2

Respectfully submitted,



RICARDO REYES

City Manager



EDUARDO SARMIENTO,

City Clerk

ATTACHMENT(S)

- A. Resolution No. 2015-19, Adopting Revised Rules, Method of Appointment, Guidelines for the Conduct of Meetings and Structure for all Commissions of the city and Repealing all Prior Resolutions or Provisions in Conflict with the Provisions Contained Herein.

ATTACHMENT "A"

RESOLUTION NO. 2015-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK ADOPTING REVISED RULES, METHOD OF APPOINTMENT, GUIDELINES FOR THE CONDUCT OF MEETINGS AND STRUCTURE FOR ALL COMMISSIONS OF THE CITY AND REPEALING ALL PRIOR RESOLUTIONS OR PROVISIONS IN CONFLICT WITH THE PROVISIONS CONTAINED HEREIN

WHEREAS, the City Council has decided to amend all commission resolutions to provide for congruent and consistent regulation and structure across all City Commissions.

THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES RESOLVE AS FOLLOWS:

SECTION 1: Establishment of City Commissions.

The City has currently established the following commissions to serve in the capacity as advisory bodies to the City Council:

Planning Commission
Civil Service Commission
Parks and Recreation Commission
Health and Education Commission
Historic Preservation Commission
Youth Commission (pending approval).

This Resolution is intended to govern and supersede all prior resolutions establishing and amending member qualifications, organizational rules, guidelines and structure for City Commissions and hereby repeals all provisions in conflict with the provisions contained herein by the adoption of the revised provisions below. This Resolution will also govern over provisions of City ordinances currently in existence, but which will be repealed or amended for consistency with this Resolution. This Resolution shall also govern and control any additional Commission created by the City Council in addition to those enumerated above.

SECTION 2: Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth from the City as defined below. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and submit to a Live Scan background check before being appointed to a Commission and before being sworn in to office.

1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
appointment is made within sixty (60) days of assuming office, or from the adoption of
this Resolution, or from a vacancy occurring for said Commission position, the Mayor
shall appoint a member to the vacant seat.

8 Commission members may be removed from their appointment due to
9 disqualification as provided for in this Resolution or upon the sole decision by the
10 Councilmember who appointed that Commissioner. All appointments or removal of
11 Commissioners shall occur at an open meeting of the City Council. If removal of a
Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
address on file with the City.

12 **SECTION 4: Term of Office.**

13 Each Commissioner's term shall be for a period of four years, unless removed
14 by the appointing Councilmember or as a result of disqualification as set forth herein.
15 Notwithstanding the foregoing, no Commissioner shall serve for a period which
16 exceeds the time in office for the Councilmember appointing that Commissioner. In
17 the event that the appointing Councilmember completes his or her term, vacates their
18 office or otherwise is no longer holding office, the term of the Commissioner appointed
by said Councilmember shall end. However, nothing contained in this section shall
prevent another Councilmember or the new Councilmember from appointing the
individual back to the same Commission or to a different Commission.

19 **SECTION 5: Vacancy Due to Disqualification.**

20 When a member no longer meets the qualifications for the Commission, the
21 member is therefore disqualified, and the office shall thereupon become vacant.

22 **SECTION 6: Vacancy.**

23 If for any reason a vacancy occurs, it shall be filled by appointment by the
24 member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

25 **SECTION 7: Quorum.**

26 A majority of the total number of members of the Commission shall constitute a
27 quorum for the transaction of business, but a lesser number may adjourn from time to
28 time for want of quorum and until a quorum can be obtained.

1 **SECTION 8: Purpose.**

2 The purpose, duties and responsibilities of each Commission shall be
3 established by the City Council by ordinance and codified in the Huntington Park
4 Municipal Code.

5 **SECTION 9: Organization.**

6 Annually in the month of March, the Commission shall elect one of its members
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff
liaisons shall act as the conduit for all communications to the City Council.

8 **SECTION 10: Meetings.**

9 Regular meetings of the Commission shall be as set by each Commission. The
10 place of such meetings shall be at City Hall unless otherwise designated by the City
11 Council or approved by a majority of the total membership of the Commission. When
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be
13 held on such holiday, but shall be held at the same hour on the next succeeding day
14 thereafter which is not a holiday. All meetings of the Commission shall be open and
15 public, and subject to all laws of the state of California e.g. the Brown Act, governing
open public meetings. The Commission shall adopt its own rules for the transaction of
its business and keep a record of resolutions, findings and recommendations and
actions voted upon. A report of each meeting of the Commission shall be given to the
City Council.

16 **SECTION 11: Termination of Commission.**

17 Termination of the Commission shall be done at the will and vote of the City
18 Council.

19 **SECTION 12: Compensation.**

20 Commission member compensation shall be set by resolution of the City
21 Council.

22 **SECTION 13: Commission Handbook.**

23 All Commission Members must adhere to the provisions contained and
24 referenced in the City of Huntington Park Commission Handbook as approved by the
City Council.

25 **SECTION 14:**

26 The City Clerk shall certify to the adoption of this Resolution.
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PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.


Karina Macias
Mayor

ATTEST:


Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

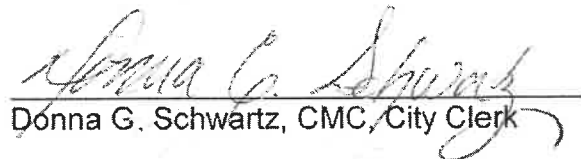
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz, Mayor Macias

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezcua

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.


Donna G. Schwartz, CMC, City Clerk

ITEM 8



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 20, 2024

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:

ADOPTION OF A RESOLUTION APPROVING FINAL PARCEL MAP NO. 84377 FOR PROPERTY LOCATED AT 2501-2533 EAST 56TH STREET.

IT IS RECOMMENDED THAT CITY COUNCIL:

1. Adopt a resolution approving Final Parcel Map No. 84377 for the consolidation of twenty-seven (27) lots into two (2) parcels on property located at 2501-2533 East 56th Street.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At a Special Planning Commission Meeting held on December 13, 2023, the City of Huntington Park Planning Commission approved a request by NP Malabar, LLC, approving a request for a Development Permit (DP 2023-01) for a warehouse consisting of 100,401 square feet at 2501-2533 East 56th Street, located within the Manufacturing Planned Development (MPD) zone. As part of the conditions of approval for the project, the Applicant was required to file for a Vesting Tentative Parcel Map for the consolidation of all the lots associated with the development. Subsequently, at a Regular Meeting held on May 15, 2024, the Huntington Park Planning Commission approved a request for a Vesting Tentative Parcel Map (VTPM 2024-01) with conditions of approval for the parcels located at 2501-2533 East 56th Street. As such, the project Applicant, is now requesting City Council approval for Final Parcel Map No. 84377 to consolidate twenty-seven (27) lots into two (2) parcels for the construction of the warehouse.

FISCAL IMPACT/FINANCING

The Applicant has paid all applicable application and notification fees. Approval of the proposed resolution will not have an impact on the City's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the California Subdivision Map Act and Huntington Park Municipal Code (HPMC) Sections 10-3.104 and 10-5.107, all final maps shall be approved by the City Council.

**RESOLUTION APPROVING FINAL PARCEL MAP NO. 84377 FOR PROPERTY
LOCATED AT 2501-2533 EAST 56TH STREET.**

August 20, 2024

Page 2 of 2

The proposed warehouse required the consolidation of the twenty-seven (27) lots into two (2) parcels to allow for the development of a warehouse and parking lot. Specifically, the proposed warehouse would be located on the lots located east of Malabar Street and north of 56th Street. Furthermore, there will be an off-site parking facility located immediately to the south of the proposed warehouse across 56th Street. Approval of the Final Parcel Map is necessary for the project to obtain permits to commence construction. By approving the Final Map, all conditions of approval will be in compliance as stipulated in the conditions of approval set forth in the previously approved Vesting Tentative Parcel Map (VTPM 2024-01) for the project. As proposed, the Final Parcel Map complies with the City's zoning regulations and is consistent with the General Plan. In addition, the City's Engineering Division has reviewed the Final Parcel Map for consistency with the Subdivision Map Act. If approved, the next step will be to record the Final Map with the County of Los Angeles.

CONCLUSION

Community Development Department Staff recommends that the City Council adopt the proposed resolution approving Final Parcel Map No. 84377 for the consolidation of parcels located at 2501-2533 East 56th Street.

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

Respectfully submitted,



RICARDO REYES
City Manager



STEVE FORSTER
Director of Community Development

ATTACHMENT(S):

1. Resolution approving Final Parcel Map No. 84377 for the consolidation of twenty-seven (27) lots into two (2) parcels on property located at 2501-2533 East 56th Street.
2. Final Parcel Map No. 84377
3. Parcel Map Application

RESOLUTION NO. XX

EXHIBIT A

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FINAL PARCEL MAP NO. 84377

EXHIBIT B

SHEET 1 OF 3 SHEETS
2 NUMBERED PARCELS
PARCEL 1: 3.375 ACRES GROSS
3.375 ACRES NET
PARCEL 2: 0.742 ACRES GROSS
0.742 ACRES NET

PARCEL MAP NO. 84377

IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOTS 7 THROUGH 28, INCLUSIVE, OF BLOCK 11, TOGETHER WITH
THE ALLEY VACATED PER RESOLUTION NO. 5249, RECORDED NOVEMBER 14, 1966 AS
INSTRUMENT NO. 2645 OF OFFICIAL RECORDS, AND LOTS 18 THROUGH 22, INCLUSIVE, OF
BLOCK 8 OF HUNTINGTON PARK EXTENSION NO. 1, AS PER MAP RECORDED IN BOOK 8,
PAGE 181, ALL IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY

JAKE W. LAPPERT, PLS 9303 - DRC ENGINEERING, INC.

SUBDIVIDER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE SUBDIVIDERS OF THE LANDS INCLUDED WITHIN THE SUBDIVISION
SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE CONSENT TO THE PREPARATION
AND FILING OF SAID MAP AND SUBDIVISION.

NP 56TH STREET, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: BRIAN WONG

PRINT TITLE: SENIOR VICE PRESIDENT

NP WRIGHT, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

PRINT NAME: BRIAN WONG

PRINT TITLE: SENIOR VICE PRESIDENT

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 (A)(3)(A)(i)-(vi) OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE
FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED AS THEIR INTEREST
CANNOT RISE INTO A FEE:

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR CONDUITS
AND INCIDENTAL PURPOSES BY DOCUMENT RECORDED JUNE 24, 1953 IN BOOK 42050, PAGE 118 AS
INSTRUMENT NO. 2411, OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR ELECTRICAL
SERVICES PURPOSES RESERVED IN RESOLUTION NO. 5249 RECORDED NOVEMBER 14, 1966 AS
INSTRUMENT NO. 2645, OF OFFICIAL RECORDS.

THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY, HOLDER OF AN EASEMENT FOR TELEPHONE
SERVICES PURPOSES RESERVED IN RESOLUTION NO. 5249 RECORDED NOVEMBER 14, 1966 AS
INSTRUMENT NO. 2645, OF OFFICIAL RECORDS.

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this
certificate verifies only the identity of the individual
who signed the document to which this certificate
is attached, and not the truthfulness, accuracy, or
validity of that document.

STATE OF _____)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____ A
NOTARY PUBLIC, PERSONALLY APPEARED _____ WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/HEY EXECUTED THE
SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON
THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED,
EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF _____
THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

SIGNATURE _____ MY PRINCIPAL PLACE OF BUSINESS IS
IN _____ COUNTY
MY COMMISSION EXPIRES _____
MY COMMISSION NUMBER _____
(NAME PRINTED)

SPECIAL ASSESSMENT STATEMENT

I HEREBY STATE THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF
HUNTINGTON PARK, TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF
IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

JEFF JONES, DIRECTOR OF FINANCE _____ DATE _____
CITY OF HUNTINGTON PARK

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE
REQUEST OF NP 56TH STREET, LLC AND NP WRIGHT, LLC IN NOVEMBER, 2023. I HEREBY STATE THAT
THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED
TENTATIVE MAP, IF ANY; THAT THE MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON
ARE IN PLACE (OR WILL BE IN PLACE) WITHIN TWELVE MONTHS FROM THE FILING DATE OF THIS MAP;
THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

Jake W. Lappert
JAKE W. LAPPERT
PLS 9303
07/23/2024
DATE



CITY SURVEYOR'S STATEMENT

I, DENNIS W. JANDA HEREBY STATE I HAVE EXAMINED THE WITHIN MAP, AND I AM SATISFIED THAT SAID
MAP IS TECHNICALLY CORRECT.

DENNIS W. JANDA, L.S. 6359
CONTRACT CITY LAND SURVEYOR
CITY OF HUNTINGTON PARK
DATE



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE
TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF SUBDIVISION
ORDINANCES OF THE CITY OF HUNTINGTON PARK APPLICABLE AT THE TIME OF APPROVAL OF THE
TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY
CORRECT WITH RESPECT TO CITY RECORDS.

MOHAMMAD YUNUS RAH
CITY ENGINEER OF HUNTINGTON PARK
R.C.E. 59183
DATE



PLANNING COMMISSION CERTIFICATE

THIS IS TO CERTIFY THAT THE MAP OF PARCEL MAP NO. 84377 WAS APPROVED AT THE MEETING OF
THE CITY PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK HELD ON THE _____ DAY OF
_____, 20____.

STEVE FORSTER
PLANNING COMMISSION SECRETARY
CITY OF HUNTINGTON PARK
DATE

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK BY ACTION THIS
_____ DAY OF _____, 20____, APPROVED THIS MAP OF PARCEL MAP NO.
84377.

EDUARDO SARMIENTO
CITY CLERK - CITY OF HUNTINGTON PARK

LOS ANGELES CERTIFICATIONS AND SEALS

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN FILED WITH THE
EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE
PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF
PARCEL MAP NO. 84377 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE THAT ARE
REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY: _____ DATE _____
DEPUTY

SHEET 2 OF 3 SHEETS
2 NUMBERED PARCELS
PARCEL 1: 3.375 ACRES GROSS
3.375 ACRES NET
PARCEL 2: 0.742 ACRES GROSS
0.742 ACRES NET

PARCEL MAP NO. 84377 IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

JAKE W. LAPPERT, PLS 9303 - DRC ENGINEERING, INC.

BOUNDARY ESTABLISHMENT

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF 58TH STREET AS SHOWN ON MAP OF HUNTINGTON PARK EXTENSION NO. 1, FILED IN MAP BOOK 8, PAGE 181, BEING NORTH 89°41'00" EAST.

REFERENCES

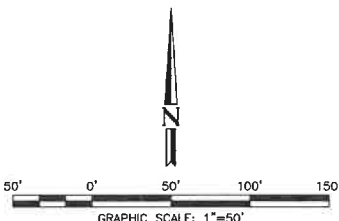
- R1 INDICATES RECORD DATA PER MAP OF HUNTINGTON PARK EXTENSION NO. 1, M.B. 8/181.
- R2 INDICATES RECORD DATA PER RECORD OF SURVEY, R.S.B. 54/17-23, UNLESS NOTED OTHERWISE.
- R3 INDICATES RECORD DATA PER PARCEL MAP NO. 71239, P.M.B. 369/80-81, UNLESS NOTED OTHERWISE.
- M&R INDICATES MEASURED AND RECORD DATA ARE THE SAME.
- (CALC) INDICATES CALCULATED FROM RECORD DATA AS NOTED.
- (...) INDICATES RECORD DATA AS INDICATED.

MONUMENT NOTES

- INDICATES FOUND MONUMENTS AS NOTED.
- (A) INDICATES SET 2" IRON PIPE TAGGED "LS 9303", LEAD & TAG STAMPED "LS 9303", OR 8" SPIKE AND WASHER STAMPED "LS 9303".

EASEMENT NOTES

- (A) AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR ELECTRICAL SERVICES PURPOSES BY RESOLUTION NO. 5249 RECORDED NOVEMBER 14, 1966 AS INSTRUMENT NO. 2645, OF OFFICIAL RECORDS.
- (B) AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR TELEPHONE SERVICES PURPOSES BY RESOLUTION NO. 5249 RECORDED NOVEMBER 14, 1966 AS INSTRUMENT NO. 2645, OF OFFICIAL RECORDS.
- (C) AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION FOR CONDUITS BY DOCUMENT RECORDED JUNE 24, 1953 IN BOOK 42050, PAGE 118 AS INSTRUMENT NO. 2411, OF OFFICIAL RECORDS.



FOUND SPIKE AND WASHER STAMPED "RCE 13560", NO REFERENCE FLUSH, ACCEPTED AS THE CENTERLINE INTERSECTION OF 57TH STREET AND MALABAR STREET.

FOUND SPIKE AND WASHER, ILLEGIBLE, NO REFERENCE, DOWN 0.2', ACCEPTED AS THE CENTERLINE INTERSECTION OF 56TH STREET AND MALABAR STREET.

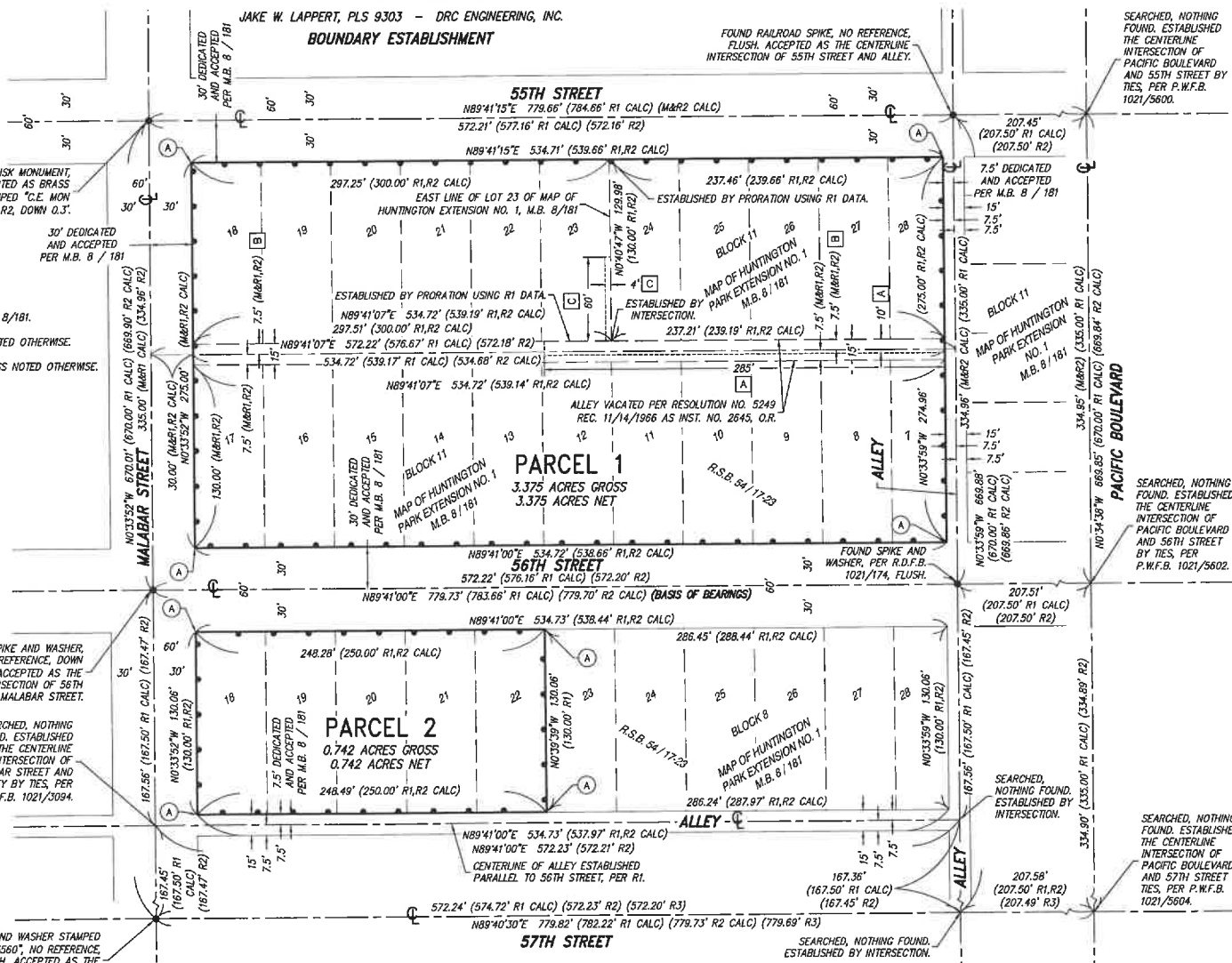
SEARCHED, NOTHING FOUND, ESTABLISHED THE CENTERLINE INTERSECTION OF MALABAR STREET AND ALLEY BY TIES, PER R.D.F.B. 1021/3094.

FOUND RAILROAD SPIKE, NO REFERENCE, FLUSH, ACCEPTED AS THE CENTERLINE INTERSECTION OF 55TH STREET AND ALLEY.

SEARCHED, NOTHING FOUND, ESTABLISHED THE CENTERLINE INTERSECTION OF PACIFIC BOULEVARD AND 55TH STREET BY TIES, PER P.W.F.B. 1021/5600.

SEARCHED, NOTHING FOUND, ESTABLISHED THE CENTERLINE INTERSECTION OF PACIFIC BOULEVARD AND 56TH STREET BY TIES, PER P.W.F.B. 1021/5602.

SEARCHED, NOTHING FOUND, ESTABLISHED THE CENTERLINE INTERSECTION OF PACIFIC BOULEVARD AND 57TH STREET BY TIES, PER P.W.F.B. 1021/5604.



SHEET 3 OF 3 SHEETS
2 NUMBERED PARCELS
PARCEL 1: 3.375 ACRES GROSS
3.375 ACRES NET
PARCEL 2: 0.742 ACRES GROSS
0.742 ACRES NET

PARCEL MAP NO. 84377
IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES,
STATE OF CALIFORNIA

JAKE W. LAPPERT, PLS 9303 - DRC ENGINEERING, INC.

LEGEND

INDICATES THE BOUNDARY OF THE LAND BEING SUBDIVIDED BY THIS MAP.

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF 56TH STREET AS SHOWN ON MAP OF HUNTINGTON PARK EXTENSION NO. 1, FILED IN MAP BOOK 8, PAGE 181, BEING NORTH 89°41'00" EAST.

REFERENCES

R1 INDICATES RECORD DATA PER MAP OF HUNTINGTON PARK EXTENSION NO. 1, M.B. 8/181.

R2 INDICATES RECORD DATA PER RECORD OF SURVEY, R.S.B. 54/17-23, UNLESS NOTED OTHERWISE.

R3 INDICATES RECORD DATA PER PARCEL MAP NO. 71239, P.M.B. 369/80-81, UNLESS NOTED OTHERWISE.

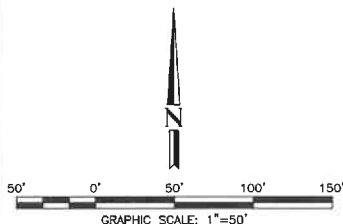
M&R INDICATES MEASURED AND RECORD DATA ARE THE SAME.

(CALC) INDICATES CALCULATED FROM RECORD DATA AS NOTED.

(...) INDICATES RECORD DATA AS INDICATED.

EASEMENT NOTES

- A** AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA Edison COMPANY A CORPORATION FOR ELECTRICAL SERVICES PURPOSES BY RESOLUTION NO. 5249 RECORDED NOVEMBER 14, 1966 AS INSTRUMENT NO. 2645, OF OFFICIAL RECORDS.
- B** AN EASEMENT GRANTED TO THE PACIFIC TELEPHONE AND TELEGRAPH COMPANY FOR TELEPHONE LINES PURPOSES BY RESOLUTION NO. 5249 RECORDED NOVEMBER 14, 1966 AS INSTRUMENT NO. 2645, OF OFFICIAL RECORDS.
- C** AN EASEMENT GRANTED TO SOUTHERN CALIFORNIA Edison COMPANY A CORPORATION FOR CONDUITS BY DOCUMENT NO. 2411 RECORDED JUNE 24, 1963 IN BOOK 422050, PAGE 118 AS INSTRUMENT NO. 2411, OF OFFICIAL RECORDS.



PARCEL MAP APPLICATION

EXHIBIT C



CITY OF HUNTINGTON PARK
Community Development Dept. • Public Works-
Engineering Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • cityengineer@hpca.gov

PARCEL MAP APPLICATION

FOR OFFICE USE ONLY

Date Filed: 6/4/2024 File No.: FM 2024-02 Planning Fee: \$ 17,434.00 Initials: JAM
Public Works Engineering Fee: \$ —
Total Fee/Receipt No.: \$ 17,434.00

GENERAL INFORMATION

Project Address: 2501-2533 E. 56th Street, Huntington Park
Assessor's Parcel Numbers (APN): Please see Exhibit A for Legal Description.
Current Zoning: MPD Current Land Use: Vacant Land

APPLICANT'S INFORMATION

Applicant: NP 56th Street, LLC and NP Wright, LLC as Tenants in Common
Mailing Address: 1330 Factory Place #105, Los Angeles CA 90013
Phone 1: 310-242-1612 Phone 2: _____ Email: brian.wong@northpalisade.com

PROPERTY OWNER'S INFORMATION

Property Owner(s): NP 56th Street, LLC and NP Wright, LLC as Tenants in Common
Mailing Address: 1330 Factory Place #105, Los Angeles CA 90013
Phone 1: 310-242-1612 Phone 2: _____ Email: brian.wong@northpalisade.com

ENGINEER/SURVEYOR INFORMATION

Engineer/Surveyor: DRC Engineering, Inc. [Jake Lappert]
Mailing Address: 160 South Old Springs Road Suite 210, Anaheim Hills, CA 92808
Phone 1: 714.685.6860 Phone 2: _____ Email: jlappert@drc-eng.com

REQUEST

I/We hereby request a Parcel Map for the following purpose:

Comply with City's requirement under the Subdivision Map Act.

Describe property as it currently exists (including any buildings):

Vacant land with structures demolished.

PROJECT INFORMATION

Number of Parcels existing: 27 Number of Parcels proposed: 2

Type of use: ☐ Residential ☐ Commercial ☒ Industrial ☐ Institutional

Lot Number	Existing			Proposed		
	Depth	Width	Size	Depth	Width	Size
BLOCK 11 8-27	130	50	6,500SF	275	534.71-534.72	3.375AC
BLOCK 11 7	130	39.14-38.56	5,050SF	130.06	248.28-248.49	0.742AC
BLOCK 11 28	130	39.19-39.66	5,125SF	130.06	248.28-248.49	0.742AC
BLOCK 18-22	130	50	6,500SF			

Total area of property in this adjustment request is (square feet/acres): 179,341SF/4.117AC

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.

DocuSigned by:
Brian Wong
Applicant Signature (Required)

Date 7/26/2024

Brian Wong
Print Name

Note: If the applicant is not the property owner, the owner of the property must sign the application or a written authorization must be submitted so that the applicant may file the application.

DocuSigned by:
Brian Wong
Property Owner Signature (Required)

Date 7/26/2024

Brian Wong
Print Name

EXHIBIT "A"

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF HUNTINGTON PARK, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 AND 28, IN BLOCK 11 OF HUNTINGTON PARK EXTENSION NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 2:

LOTS 15, 16 AND 17 OF BLOCK 11 OF HUNTINGTON PARK EXTENSION NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

PARCEL 3:

THAT ALLEY IN BLOCK 11 OF HUNTINGTON PARK EXTENSION NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS SHOWN ON MAP RECORDED IN BOOK 8 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, VACATED BY RESOLUTION NO. 5249 OF SAID CITY, A CERTIFIED COPY OF WHICH RECORDED NOVEMBER 14, 1966 AS INSTRUMENT NO. 2645, AND WHICH IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 7 IN SAID BLOCK 11; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 7 THROUGH 17, INCLUSIVE, TO THE NORTHWEST CORNER OF LOT 17; THENCE NORTHERLY TO THE SOUTHWEST CORNER OF LOT 18; THENCE EASTERLY ALONG THE SOUTHERLY LINE OF LOTS 18 THROUGH 28, INCLUSIVE, TO THE SOUTHEAST CORNER OF LOT 28; THENCE SOUTHERLY TO THE POINT OF BEGINNING.

PARCEL 4:

LOTS 18, 19, 20, 21 AND 22 IN BLOCK 8 OF HUNTINGTON PARK EXTENSION NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE 181 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 6309-013-012, 6309-013-020, 6309-014-017, 6309-014-018, 6309-014-019, 6309-014-026

ITEM 9



CITY OF HUNTINGTON PARK

Department of Public Works
City Council Agenda Report

August 20, 2024

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:

APPROVE FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH NCE FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve First Amendment Agreement to Professional Service Agreement with NCE for preparation of Plans, Specifications, and Estimate of CIP 2023-01 SB1 Street Enhancement Project; and
2. Authorize the City Manager to execute First Amendment Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park currently contracts with NCE for the preparation of Plans, Specifications, and Estimate of CIP 2023-01 SB1 Street Enhancement Project. The list of streets eligible for resurfacing under Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017, were presented to the City Council for approval in April of 2023. SB1 funds partially finance the cost to design, construction and management of the project. SB1 eligible projects are part of an annual program to treat pavement on various residential streets throughout the City. The street segments were selected and prioritized utilizing the City's Pavement Management System. The design scope of work included preparing plans, specifications, and engineer's estimate (PS&E) in preparation for solicitation of bids from professionally licensed paving contractors.

The purpose of this recommended action is to ensure the continuation and completion of the preparation of plans, specifications, and estimate (PS&E) for CIP 2023-01 SB1 Street Enhancement Project. The original agreement with NCE commenced on September 5, 2023, and ended on June 30, 2024. Due to unforeseen complexities and additional requirements that have arisen during the project, it is necessary to extend the contract period by one year.

Extending the contract will allow NCE to complete the necessary work without interruption, ensuring the project meets all specifications and regulatory requirements.

APPROVE FIRST AMENDMENT TO PROFESSIONAL SERVICES WITH NCE FOR PREPARATION OF PLANS, SPECIFICATIONS, AND ESTIMATE OF CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

August 20, 2024

Page 2 of 2

This extension is critical to maintaining the project schedule and avoiding potential delays that could impact the overall timeline and budget.

LEGAL REQUIREMENT

The amendment to the professional services agreement complies with all applicable legal requirements, including the City's procurement policies and procedures. The City Attorney has reviewed and approved the amendment as to form.

FISCAL IMPACT/FINANCING

There is no additional fiscal impact associated with this amendment as it solely extends the contract period. The costs associated with the extended services are already included within the existing project budget approved by the City Council. Funds for this purpose are allocated in the FY23-24 budget under SB1 Funds.

CONCLUSION

Upon City Council approval, staff will perform the recommended actions.

Respectfully submitted,



Ricardo Reyes
City Manager



Steve Forster
Community Development Director, Acting Public Works Director

ATTACHMENT(S)

- A. Current NCE Professional Services Agreement Contract
- B. Draft Proposed First Amendment to Contract

ATTACHMENT "A"



PROFESSIONAL SERVICES AGREEMENT

CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **5th day of September 2023**, (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and **NCE** (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 September 5, 2023, the Huntington Park City Council at its Regular Meeting approved the Professional Services Agreement to the CONSULTANT to design CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT; 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 September 5, 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 have a term of completion (June 30, 2024) commencing from 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 \$136,800, 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 **Michael J. Leacox** 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
 - 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 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:

NCE
17050 Bushard Street, Suite
200
Fountain Valley, CA 92708
Attn: Michael J. Leacox, V.P.
Phone: (714) 848-8897

CITY:

City of Huntington Park
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. Design completion date: February 29, 2024.
- 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:

NCE

DocuSigned by:
By: Ricardo Reyes
Ricardo Reyes, City Manager

By: Michael Leacox 9/08/23
Michael J. Leacox, Vice President

APPROVED AS TO FORM:

DocuSigned by:
By: Arnold M. Alvarez-Glasman
Arnold M. Alvarez-Glasman,
City Attorney

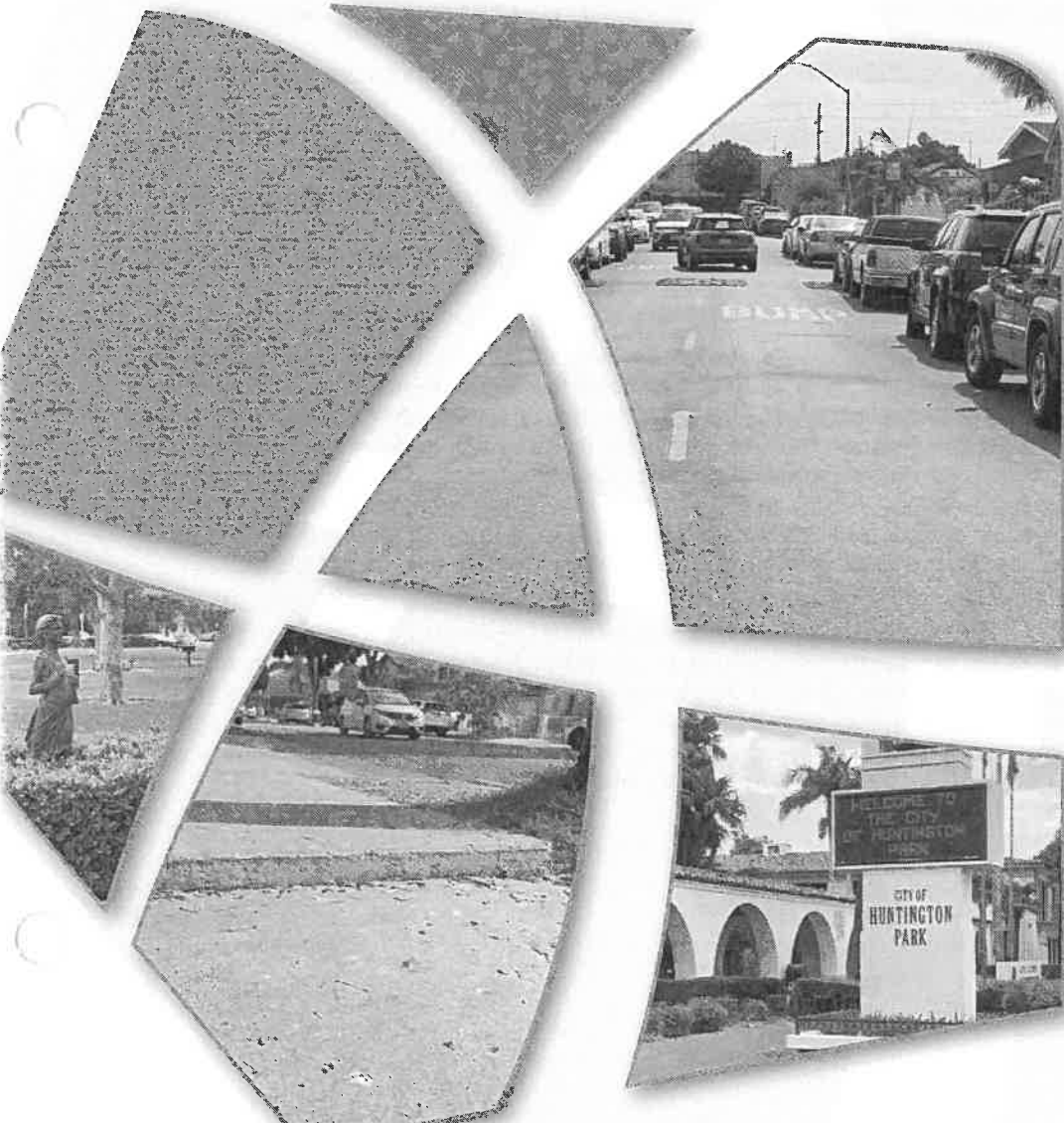
EXHIBIT "A"
SCOPE OF WORK
(SEE ATTACHED)

City of Huntington Park

PROPOSAL

Professional Design Services for SB1 Street Enhancement Project
(CIP No. 2023-01) FISCAL YEAR 2023-24

August 23, 2023



Submitted By:

17050 Bushard Street

Suite #200

Fountain Valley, CA 92708

Phone: (714) 848-8897



Collaboration. Commitment. Confidence.™

Cover Letter

August 23, 2023

Mr. Cesar Roldan
Public Works Director
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Proposal – SB1 Street Enhancement Project (CIP No. 2023-01) FY 2023-2024

Dear Mr. Roldan and Members of the Selection Committee:

NCE understands that the City of Huntington Park (City) is seeking professional civil engineering services to prepare plans, estimate and specifications for the City's annual SB1 Street Enhancement Project. Over the last 20 years, NCE has prepared construction documents for hundreds of road rehabilitation projects across California. These projects have varied in scope and size, from annual road maintenance and rehabilitation projects to more complicated roadway widening or realignment projects, including various pedestrian and traffic enhancements.

NCE is a nationally recognized pavement specialty firm, with broad capabilities and expertise. Our local knowledge provides an understanding of the importance of the City's budget and the use of cost-effective, appropriate, constructible, and sustainable treatments, as part of the City's Street Resurfacing and Improvement Projects. NCE offers the following benefits to the City:

- Familiarity with local regulations and working with the City on their Pavement Management System.
- Direct experience in the City that includes enhancement of four streets under CIP No. 2019-06, where NCE assisted the City's, transition and updated their Greenbook Specifications from the older 2015 standards to the 2018 standards, in addition to developing a revised utility contact list.
- Knowledge and demonstrated pavement rehabilitation design expertise from designing thousands of local streets and roads and the incorporation of cost-effective pavement recycling alternatives.
- Technical resources with an in-depth understanding of sustainability, safety, community needs, and environmental constraints.
- Responsive staff with proven expertise and experience in infrastructure, roadway, and pavement design engineering.
- Tailored approach with cost-effective strategies and practical solutions that promote safety, constructability, and green treatment methods.
- An understanding of the functional classification (residential/industrial) of the streets and the design procedure to incorporate these specialized parameters to ensure optimal outcomes.
- Ability to work as a collaborative member with the City.

NCE has extensive experience with annual street rehabilitation projects. In addition to the City's CIP 2019-06 Street Enhancement Project, some of our local street rehabilitation projects include the **Maintenance District 6 Pavement Rehabilitation Project Phase II for the City of Glendale; FY 2022-23, 2021, FY 2020, FY 2019 Street Rehabilitation for the City of San Marino; and 2023-2026 Residential and Arterial Streets Rehabilitation for the City of Diamond Bar**. From our experience we know that concrete infrastructure within older neighborhoods is often an overlooked factor in the larger context of the roadway rehabilitation but can present outsize costs. Our engineers and technicians are experienced in collecting these repairs and identify cost concerns early in the project design. These highlighted projects are just a few of the projects we have performed for over 80+ cities and counties in Southern California. This local knowledge will provide confidence to the City that we understand what works, as well as local design and specification requirements, bidding conditions, and suitable materials.

The NCE team is prepared to meet the upcoming challenges for the City's SB1 Street Enhancement Project (CIP NO. 2023-01). As Vice President with NCE, Michael J. Leacox, PG, CEG, is authorized to sign contracts on behalf of the firm. Jim Bui, PE, will be our Project Manager and your point of contact for this proposal. He can be reached on his mobile/cell at (714) 606-8035, via email at jbui@ncenet.com or by mail at NCE, 17050 Bushard Street, Suite 200, Fountain Valley, CA 92708. Additionally, NCE requests that this contract includes the same negotiated mutually agreeable language changes as the previous contract for CIP No. 2019-06 in 2020. We acknowledge the 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 and acknowledge receipt of all addendums/amendments.

Sincerely,

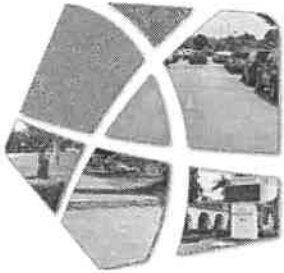
NCE

Michael J. Leacox, PG, CEG
Assistant Treasurer, Vice President
Engineering & Environmental Services

Jim Bui, PE
Project Manager

Fountain Valley, CA
17050 Bushard Street, Suite 200
Fountain Valley, CA 92708
(714) 848-8897

www.ncenet.com



City of Huntington Park
SB1 Street Enhancement Project (CIP No. 2023-01) FY 2023-2024
August 23, 2023

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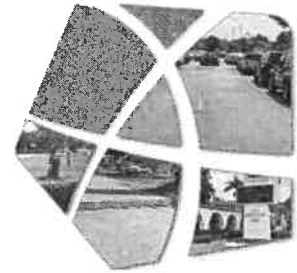
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City of Huntington Park
SB1 Street Enhancement Project (CIP No. 2023-01) FY 2023-2024
August 23, 2023



1. Consultant's Background

The NCE team core infrastructure practice is pavement rehabilitation and street maintenance projects. We have assembled a local, trusted team that has direct project experience in the City including providing the PS&E services for four streets (similar to the scope of work noted in this RFP) to the City of Huntington Park for the CIP 2019-06 Street Rehabilitation Project in 2020/21 and the pavement management program (PMP) update in 2018. During this project, we developed an excellent rapport and professional relationship with City staff.



Founded in 1990, NCE is a client-focused engineering, science, planning, and construction services firm with more than 130 employees working across seven offices throughout California and Nevada. **Unique from other civil engineering firms, we have specialized in pavement technology, including pavement management, roadway design, and research for more than three decades.** We have prepared pavement design and civil design services including complete street elements on thousands of roadways throughout California.

NCE's civil design engineers and technicians have extensive experience developing plans, specifications, and construction cost estimates for local and state transportation projects, as well as municipal facilities and amenities. Our Team has extensive experience with state and local design standards and is familiar with both Caltrans pavement design standards and Standard Specifications as well as APWA Standard Specifications for Public Works Construction "Greenbook".

It is a fundamental goal of NCE to produce high-quality work deliverables while maintaining a reputation for timely service. NCE's professionals follow rigorous quality control procedures and guidelines, producing design documents in a manner consistent with industry as well as applicable local, state and community standards. **Working with both public and private sector clients, NCE provides innovative thinking and delivers accurate technical solutions through various civil and environmental service lines such as pavement and materials engineering, infrastructure and transportation engineering, asset management, environmental engineering, watershed science and planning, and landscape architecture.**

Roadway Maintenance and Pavement Rehabilitation

Street rehabilitation extends well beyond the pavement and often requires essential considerations such as striping, curb and gutter repairs, pedestrian and bicycle improvements, signage, utility relocation, drainage improvements, and ADA compliant curb ramps and sidewalks. NCE has developed outstanding working relationships with our clients, implementing projects similar to the services described in the City's scope of services. NCE provides a full spectrum of roadway pavement design services, from conceptual engineering to plans, specifications, and engineer's estimate of probable construction cost (PS&E) for preventive maintenance, rehabilitation, and reconstruction, NCE's specialty. NCE staff pride themselves in thinking about how construction will impact a neighborhood, a busy arterial, or pedestrian bicycle traffic and access. Our civil engineers are well versed in civil design elements including the latest guidelines from Caltrans, Federal Highway Administration (FHWA), and the National Association of City Transportation Officials (NACTO).



In addition, we offer extensive experience and expertise with pavement treatment alternatives (cost-saving, cutting-edge, and green/sustainable paving technologies, such as warm mix asphalt and in-place recycling technologies). Our civil, pavement, and geotechnical engineers not only understand the types of pavements and treatment options but also the significance and cost implications of proper roadway support on competent subgrade soils to limit future settlement and cracking. Pavement design begins with an accurate assessment of the existing structural adequacy. Unlike traditional civil firms, who rely only on core samples and R-values, we employ our pavement survey expertise in conjunction with deflection data and materials testing to assess the engineering properties of the existing roadway more accurately.

Utility Design and Coordination

NCE understands the implications of utilities to street improvement and resurfacing projects, particularly those identified for reconstruction or deep pavement recycling. Utilities can result in unplanned costs, delays, and street cuts in newly resurfaced streets. NCE has communicated with utilities such as SoCal Gas, Chevron, Southern California Edison, Charter/Spectrum, AT&T, and identified opportunities to attend quarterly joint utility coordination meetings to ensure we understood what utility work was planned and potential conflicts. During pavement reconstruction, utilities become even more critical requiring accurate location of utility alignments to prevent damage and conflicts. NCE has used private utility locators to establish utility depths using cost-saving and non-invasive techniques such as Ground Penetrating Radar in-lieu of more invasive and expensive potholing. On several streets where shallow utilities exist, particularly laterals, NCE utilized thinner pavement sections such as full-depth hot mix asphalt (HMA) to reduce conflicts with utilities and avoid project delays from unnecessary utility relocation work.



ADA Compliance

NCE has a depth of experience in standards for accessible design, including design of several thousand curb ramps, sidewalks, and accessible path of travel, maximum running slope for crosswalks, and traffic striping and signage.

Subconsultants

Psomas (Sewer Inspection/Design)

PSOMAS Psomas was founded 77 years ago and has grown into a full-service consulting firm of over 740 employees with offices throughout California, Arizona, Washington, and Utah. Dedicated to balancing the natural and built environment, Psomas is ranked as one of the top consulting engineering firms in the nation by Engineering News-Record magazine. Our core strength is our multi-disciplined team of experts—top-notch staff who produce award-winning projects for our clients through innovation, creativity, and cutting-edge technical expertise. Psomas has a strong record of successfully completing municipal projects, including sewer condition assessments. The water/wastewater design teams have completed sewer rehabilitation projects for the Rossmore/Los Alamitos Area Sewer District (RLAASD), Irvine Ranch Water District, City of Hermosa Beach, Elsinore Valley Municipal Water District, and more. For RLAASD alone, Psomas has reviewed almost 40 miles of sewer pipelines. The substructure utility engineering (SUE) team at Psomas provides in-house capability to perform utility locating and pipeline CCTV inspections and has performed this service for clients throughout southern California. Psomas has multiple professionally licensed engineers on staff that also possess their NASSCO PACP and MACP certifications for pipeline and manhole assessment. The engineers on staff collectively have almost 25 years of experience in pipeline assessment alone. We are deeply familiar with a variety of potential pipe defects and how to provide appropriate rehabilitation recommendations that resolve the problem and attempt to maximize cost savings to our client.

NMG Geotechnical, Inc. (Soils Laboratory Testing, Materials Testing & Inspection Services)

NMG **NMG Geotechnical, Inc. (NMG)** was founded in 1994 by Hayim Ninyo, Ted Miyake and Bill Goodman, who recently celebrated the company's 29th anniversary, and has steadily grown to their current staff of 50 employees. The company is based in Irvine, California and primarily serves the southern California region, from San Diego to Santa Clarita, and the Inland Empire. Occasional projects have taken us to northern California, Arizona and Nevada. NMG previously completed the laboratory testing for the **CIP 2019-06 Street Rehabilitation Project**. NMG's geotechnical professionals are knowledgeable and experienced specialists; dedicated to teamwork, responsiveness and flexibility. NMG's team of licensed geotechnical engineers and engineering geologists each average over 25 years of local experience and are committed to ethical and professional standards. NMG's in-house soil laboratory is operated under the supervision of our engineering group and is an essential part of our geotechnical engineering capabilities. Laboratory tests are performed to determine soil engineering properties in accordance with industry test methods and standard procedures, such as those recommended by the American Society for Testing and Materials (ASTM), California Test Methods (CTM) and other procedures. Equipment calibration and verification together with established data recording practices are part of the firm's laboratory Quality Management System. NMG's soils laboratory is accepted by the Division of the State Architect (DSA) and is also accredited by the American Association of State Highway and Transportation Officials (AASHTO) for several test methods. Additionally, their lab is also licensed by the Los Angeles Department of Building and Safety. NMG also offers our laboratory testing services to other geotechnical consultants and public agencies.

2. Qualifications and Experience of Consultant's Personnel

NCE staff bring a collaborative and innovative problem-solving mentality to address the technical challenges facing the City's infrastructure-related, day-to-day issues. Our key personnel have worked together on dozens of projects, including the projects discussed in the References section of this document including the City's CIP 2019-06 Street Rehabilitation Package for four residential streets. The single most important tool for successful project management is clear, consistent, and cooperative communication. **Our proposed project manager, Jim Bui, PE, will be the single point of contact for the City on this contract** and will communicate regularly with the City and initiate conversation on the purpose, plans, and progress of the project. He is knowledgeable of the technical resources in the firm, familiar with roadway engineering projects, understands public sector clients, and has authority to champion resources within the firm. He will work closely with the team and the City to bring the project to successful completion. Jim was NCE's Project Manager for the City's CIP 2019-06 Street Rehabilitation project.



Albany Street – During NCE Design



Albany Street – After Construction

Psomas has multiple professionally licensed engineers on staff that also possess their NASSCO PACP and MACP certifications for pipeline and manhole assessment. The engineers on staff collectively have almost 25 years of experience in pipeline assessment alone. We are deeply familiar with a variety of potential pipe defects and how to provide appropriate rehabilitation recommendations that resolve the problem and attempt to maximize cost savings to our client. This makes Psomas a reliable partner for agencies such as the City of Huntington Park, delivering successful projects and positive community impact.

The NCE team, presented in **Figure 1**, has extensive experience designing transportation projects, specifically infrastructure rehabilitation and street maintenance projects. The NCE team is capable of seamlessly conducting the City's scope of work for this contract. Our Project Manager, Jim Bui, PE, has the ability to manage multiple complex assignments and he is supported by a highly qualified group of key personnel that have successfully worked together on multiple projects. Brief resumes of each key personnel's qualifications are provided in the Proposed Personnel section of this document, including descriptions of relevant projects that they supported in a similar role. NCE is committed to providing for the staff presented within this section. These individuals will be ready to begin work upon notice to proceed from the City and will be available throughout this contract. **Table 1** summarizes the qualifications of the NCE team's key personnel.

Figure 1. Project Organization Chart

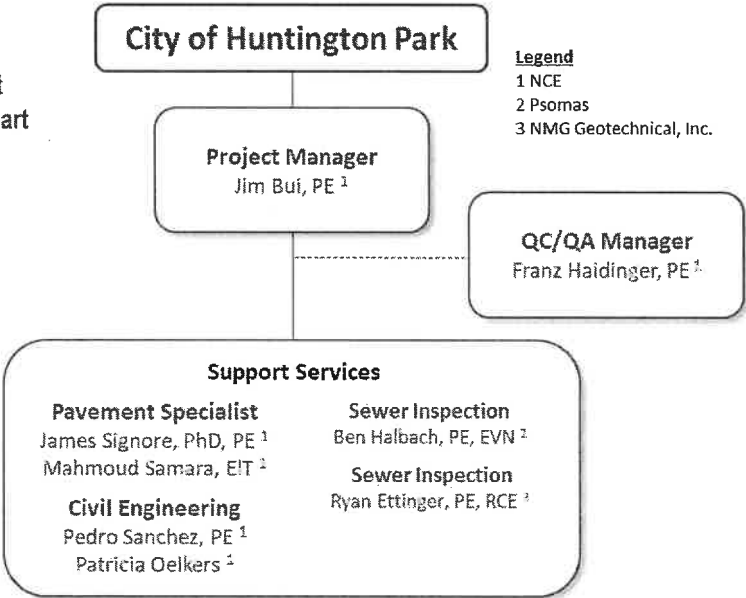


Table 1. NCE Team's Key Personnel

Key Staff Name Project Role & Firm	Highest Degree	Reg. / Certs.	Yrs. Exp.	Office Location	Project management	Pavement & geotechnical design and evaluation, digout markings	Conduct field review and surveys	Prepare design plans for construction	Specifications and PS&E	Construction estimates and bidding	Permitting and regulations	Utility Coordination	Sewer inspection	Engineering support through bidding and construction
Jim Bui Project Manager <i>NCE</i>	BS, Civil Engineering	PE	7	Fountain Valley, CA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Franz Haidinger QA/QC Manager <i>NCE</i>	DI (MS), Civil Engineering	PE	20	Sacramento CA	✓	✓	✓	✓	✓	✓	✓	✓		✓
James Signore Pavement Specialist <i>NCE</i>	PhD, Civil Engineering	PE	25	Richmond CA	✓	✓	✓	✓	✓	✓	✓		✓	✓
Pedro Sánchez Project Engineer <i>NCE</i>	BS, Civil Engineering	PE	16	Fountain Valley, CA	✓	✓	✓	✓	✓	✓	✓	✓		✓
Mahmoud Samara Pavement Engineer <i>NCE</i>	MS, Civil Engineering	EIT	5	Fountain Valley, CA		✓	✓							
Patricia Oelkers Staff Engineer <i>NCE</i>	BS, Civil Engineering		1	Fountain Valley, CA	✓		✓	✓	✓	✓		✓		
Ben Halbach <i>Psomas</i>	BS, Civil Engineering	PE, ENV SP	9	Santa Ana, CA	✓								✓	

* NCE will use the following subcontractors, as-needed: Psomas - sewer videography CCTV & Inspection; NMG, Geotechnical, Inc. – geotechnical engineering, coring, subgrade sampling, laboratory testing

3. Project Approach

NCE conducted a preliminary site reconnaissance of the project's four residential streets stretching approximately 1.0 miles to gain further knowledge of the current pavement conditions and to develop a more refined scope of work. Many of the streets exhibit heavily deteriorated pavement and will likely require significant rehabilitation, either with a deep mill and fill with base repairs, cold-in-place recycling (CIR) or surface reconstruction. The PCI's of the streets included in this project generally are in the 10-50 range, which are traditionally considered "Poor" or "Very Poor" condition. Below are observations that were made based on the preliminary site visit:

- The four streets are mix-use between residential and light industrial.
- Malabar Street and Rugby Avenue pavement surfaces exhibited severe load-related distress with alligator cracking, potholes, raveling, and block cracking.
- Belgrave Avenue and Middleton Street include severe localized load-related distress, block cracking, and some instances of base failure.
- There was heavy vehicular traffic observed on Rugby Avenue. The north limit includes access to various commercial plazas at Pacific Boulevard and Slauson Avenue. The southern limit at Randolph includes an automotive repair yard for passenger vehicles and commercial trucks.



Despite the presence of damaged concrete cross gutters and curb and gutter damage, there were no major drainage or grading issues observed during our site walk. Therefore, we do not anticipate the need for a detailed topographic survey. Based on our past experience working with the City and site reconnaissance, we recommend that the PS&E package be developed without aerial mapping. Due to significant on-street parking use, curb and gutter inspections will need to be done in tandem with street sweeping to have a better view of curb and gutter concrete repairs. For the 30% concept phase, we will only provide pavement repair recommendations summarized in a pavement design memo and sewer relining or repair recommendations. Once approved by the City NCE will proceed to the 65% plans, specifications, and cost estimate (PS&E) phase, saving design time and money.

It is assumed a City-owned sanitary sewer main runs along the entire centerline of Belgrave Avenue, approximate 1,500 linear feet with connecting laterals at alleys. Our scope assumes only the main along Belgrave and a small portion of Rugby will be inspected with CCTV and reviewed for possible relining or repair recommendations (~1,700 linear feet).

TASK 1. PROJECT MANAGEMENT & MEETINGS: NCE understands the key to a successful project is a thorough understanding of the project needs and expectations, which is accomplished through open communication with the City. To achieve the objectives of this project NCE is prepared to participate in up eleven (11) meetings including up to 2 scoping/kick-off meetings, 2 stakeholders/final design meetings, 1 city council meeting, 5 city staff meetings, 1 preconstruction meeting of no more than one (1) hour duration each.

TASK 2. CONDUCT FIELD REVIEW AND SURVEYS: NCE has had success completing hundreds of designs for roadway maintenance project without the need for topographic survey, but instead utilizing a combination of aerial imagery for tracing of the paving limits, GIS Parcel maps, and supplemental field surveys by our staff for relevant design elements. Examples include the CIP 2019-06 Street Rehabilitation Project. This approach is a cost-effective solution to tackling city-wide maintenance projects.

NCE's field review and surveys will focus on pavement rehabilitation, localized asphalt repairs, underlying sanitary sewer mainline repairs, non-ADA curb ramps, and damaged concrete curb and gutters. NCE's team will perform a walking survey of the project, including collection of curb and gutter repairs, typical roadway cross-slopes, surface-visible utility features and utility manholes. An inventory of non-compliant curb ramps will be collected to identify repair and accessibility compliance strategies that are context-sensitive of commonly limited right-of-way. Localized damage to the curb and gutter will be noted and will be cataloged in the field to be included in tables on the plan sheets. Our scope of services does not include larger hydrology study or hydraulic analysis.



During the project, one of NCE's pavement engineers will perform a detailed pavement condition survey of each street section based on visible distresses and holistic condition of the roadway that focuses on underlying causes for pavement deterioration. Localized failures will be marked in white paint for quantity estimation. NCE will perform up to one (1) day and collect up to eight (8) pavement section core samples measuring the thickness and material type of each layer encountered in the pavement structural section. In addition, NCE will obtain four (4) bulk samples of subgrade in support of potential street reconstruction for geotechnical laboratory

testing, such as R-value, moisture content, and Atterberg Limits (plasticity index). It is assumed that as-needed encroachment permits will be obtained at no fee from the City. Temporary traffic control for coring work will be provided per the WATCH manual.

NCE's Sewer Inspector, Psomas will provide CCTV inspections and recommendations for repairs for sewer lines in the project limits. The following assumptions are part of our scope of work regarding the sewer pipeline inspection.

- All lines designated by the client for need of locating must have clear unobstructed access points that are unlocked and easily accessible.
- Water jetting and clearing of obstructions is excluded from this proposal. The CCTV Technician will note obstructions so they can be cleared on a separate mobilization.
- To provide cost savings, pipeline inspection reports will not include NASSCO defect coding and formatting.
- Sewer rehabilitation will be limited to trenchless (i.e., CIPP or liner point repairs) or open trench (i.e., point repairs or removal and replacement in-place).
- Existing sewer atlas maps or as-built plans will be provided to clearly define CCTV and assessment limits.
- Rehabilitation recommendation exhibits will be prepared in AutoCAD.



The following items are excluded from our scope of services:

- Observation Coding.
- Engineering Calculations.
- Design Services.
- Underground Utility Investigation/Research.

TASK 3. 30% PRELIMINARY CONCEPT: NCE will use the field data collected under Task 2 in preparing a 30% concept basemap and estimated cost of major work items. A Scope review meeting at this phase can help clarify additional items the City might want to include in the design package. A draft pavement design memo will be prepared utilizing the pavement coring and subgrade lab test results to provide the City with pavement treatments recommendations using the Caltrans Pavement Design Method or similar and pavement recycling alternatives, if suitable. Using the sanitary sewer inspection videos, NCE's infrastructure/utility engineering subconsultant, Psomas, will review up to five (5) hours of collected video and provide preliminary recommendations for additional sewer line cleaning, relining, replacement, or additional analysis. From the preliminary concept, NCE will have a scope refinement meeting to discuss the pavement treatment alternatives and sewer repair options (if deemed necessary) and make adjustments to our approach before proceeding into the PS&E Phase.

Deliverables: Pavement Design Memo (PDF); Sanitary Sewer Main Condition Analysis and Preliminary Recommendations (PDF and electronic video); 30% Concept GIS Basemap and 30% Engineer's Estimate of Probable Construction Cost.

TASK 4. PLANS, SPECIFICATIONS, AND COST ESTIMATE (PS&E): NCE's objective for a project is to deliver technically sound projects on-time, on-budget, and with a high level of satisfaction to our clients. Our sensitivity to understanding the issues and concerns of the community, as well as the public officials involved in the project, plus our team's qualifications have led to successful similar projects. NCE will prepare engineering plans for the roadway rehabilitation & reconstruction including typical pavement rehabilitation cross sections. The roadway improvement plans will be produced at a 1" = 20' scale on 34" x 22" sheets, with Plan Views only (no profiles provided) indicating required pavement rehabilitation, surface visible utility adjustments, curb ramp improvements, concrete repairs, and proposed striping. Sanitary sewer repairs or relining will be on a utility improvement sheet including approximate horizontal alignment of work and standard repair detail. Relevant concrete repair standard plans for curb and gutter, cross gutters, and curb ramps will be provided. We will also prepare technical specifications using the 2018 APWA Greenbook Standard Specifications, and an estimate of probable construction costs at the 65%, 95% and Final design phases. The 65% and 95% submittals will include the opportunity for the City to review and provide comments, while the Final PS&E will be submitted as bid-ready documents without review.

Deliverables: 65%, 95% & Final Plans (PDF), Specifications (Word Document/PDF), and electronic Cost Estimates (PDF).

TASK 5. DESIGN SERVICES DURING BIDDING AND CONSTRUCTION: To aid the City with a successful bidding and construction phase, NCE will provide as-needed design services during bidding and construction. This will include attending a pre-construction meeting, preparing one (1) bidding addenda, material submittal review, and response to requests for information (RFI)'s. We assume up to 30 hours for Task 5. Additional labor will be charged on a time and materials basis. Our services do not include construction inspection, construction management, weekly/bi-weekly construction coordination meetings, or quality control testing.

4. Proposed Personnel

Resumes for our key project team members are provided on the following pages.

Jim Bui, PE – Project Manager

Jim Bui, PE, is a licensed California Civil Engineer with 10 years of transportation experience, and routinely serves as the Project Manager and/or Senior Engineer on Public Works and Capital Improvement projects focusing on civil design for NCE's Southern California region. He has expertise with civil and pavement design, asset management, complete streets, ADA Compliance, bicycle/pedestrian trails on municipal transportation infrastructure. Jim's experience also includes numerous citywide paving projects; many involving ADA compliance for curb ramps, complete streets projects, and various classes of bicycle facilities.

Representative Projects

Residential and Collector Streets Rehabilitation and Arterial Streets Rehabilitation, and Areas 3, 4, and 5 Residential Neighborhood ADA Curb Ramps Improvement Projects
City of Diamond Bar, CA

Project Manager. The City has approximately 145 centerline miles divided into 7 maintenance zones. NCE has been assisting the City with updating the Pavement Management Program (PMP) since 2015. Beginning in Spring 2023 NCE has also been contracted for 3 years to provide the design of plans, specifications, and cost estimates (PS&E) for the City's various annual roadway maintenance and rehabilitation programs, as well as standalone annual CDBG Curb Ramp improvement projects. As part of this first year, Jim used his extensive experience with annual roadway rehabilitation projects to implement the PMP work plan into discrete projects and provide the most appropriate pavement treatments including slurry seals, cape seals, and ARHM paving for 65 arterial, collector, and residential roadway segments. He has completed the design of the first CDBG Curb Ramp project currently out for construction and is preparing a 60% draft PS&E submittal for the roadway maintenance and rehabilitation program.

FY 2018 to FY 2024 Street Rehabilitation Program
City of San Marino

Project Manager. Since 2018, NCE has provided pavement evaluation and design services for various roadways. A pavement condition survey was conducted with distresses identified along with areas for potential base repairs. Coring, sampling, and laboratory testing were performed, and a pavement design and soil investigation memorandum were prepared. The memorandum included potential treatments with a focus on sustainable treatments and cost-saving measures including ARHM and CIR. The street rehabilitation programs included a cost-savings focused design to implement the plans, specifications, and cost estimates (PS&E) for the City's annual roadway maintenance and PMS implementation. NCE provided detailed field markings and inventory for localized base repairs and concrete curb and gutter repairs to provide improved bidding and construction cost outcomes. NCE is currently designing the City's pavement reconstruction for the FY 2022-2023 and FY 2023-2024 street rehabilitation project, where we are expecting economies of scale to provide favorable construction costs for nearly 4 miles of arterial, collector and residential streets including the design of nearly 300 curb and gutter repair locations, and evaluation of over 130 intersection corners for curb ramp compliance.

Professional Design and Construction Management Services for Street Enhancement Project-CIP No. 2019-06
City of Huntington Park, CA

Project Manager. NCE provided engineering design services for the preparation of plans, specifications and cost estimates for street enhancements using SB1 funding for various streets throughout the city. This included pavement rehabilitation and reconstruction design (AC and PCC pavements), roadway improvement plans, curb ramp detail design, and striping plans to modernize non-MUTCD-compliant striping. Key elements of this project included the development of engineering plans, assisting the City transition and update their Greenbook Specifications from older 2015 standards to the latest 2018 standards, developing a current utility contact list, and incorporating cost-effective pavement recycling alternatives.



Education

BS Civil Engineering, 2013
University of California, Irvine
Member Tau Beta Pi, Chi Epsilon

Registrations/Certifications

Professional Engineer – Civil,
CA #86467

Affiliations

American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Joined NCE

2013

Years of Experience

10 years

Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Avenue Project-CIP No. 2018-06
City of La Mirada, CA

Project Manager. NCE provided pavement rehabilitation services for Valley View Avenue from Imperial Highway to Rosecrans Avenue. This is a highly traveled commercial corridor nearly a mile long with heavily deteriorated pavement that requires significant rehabilitation or reconstruction. NCE determined appropriate treatments, addressing ADA compliance, and providing PS&E along with design support during construction. The City is in the middle of a multi-million-dollar infrastructure improvement program made possible through City general funds, state, and federal grants, and passage of Measure I by City residents, which provided additional sales tax revenue of approximately \$4 million per year for five years.

FY 2018-2019 Street Resurfacing Program
City of Encinitas, CA

Project Manager. Serving as a subconsultant to CJ Roberts, NCE performed pavement assessments, evaluations, and testing, and provided pavement design for 12.86 miles of roadways spread across the City including several primary arterials. The pavement condition index (PCI) for these roadways varied from low teens (failed) to 88 (good). The resurfacing program encompassed nearly 69 distinct street segments from the City's PMS program. NCE performed pavement coring, subgrade laboratory testing, localized base repair markings, shallow pavement repairs, and concrete repairs. Detailed inventories for the repairs were provided in both digital format as GIS shapefiles and in tabular form in printable field books to assist with bidding and construction.

University Avenue/Marina Boulevard/Spinnaker Way Rehabilitation Improvements Project
City of Berkeley, CA

Deputy Project Manager and Technical Lead. NCE was retained by the City to provide engineering and design services for the realignment and reconstruction of University Avenue between the frontage road at Interstate-80 and Marina Boulevard at the Berkeley Marina. The eastbound lanes, featuring numerous undulation due to a settled roadbed overlaying an in-filled former pier, was realigned north to the current median, while the westbound remained similar. The intersection between University Avenue and Marina Boulevard received vehicular and pedestrian enhancements with the addition of a new roundabout. The road reconstruction included full-depth reclamation to create a cement-stabilized pulverized base (CSPB) nearly 18" thick of the onsite clayey soils and pavement to be overlaid by an 8-inch thick hot-mix asphalt pavement. The project design includes LID features like bio-detention basins, new street lighting, new infrastructure including a sewer and water service for a future visitor kiosk, landscaping, irrigation, and striping. Marina Boulevard received an ARHM mill and overlay with shoulder drainage re-grading. Spinnaker Way was re-constructed with FDR and an HMA overlay and a comprehensive re-design of the existing storm drain system to improve water quality and reduce local flooding. This included a new on-street parking system designed to retain the first 10-year design storm and a bioretention traffic circle with plantings.

Surface Seal Program
City of Capitola, CA

Project Manager. As the primary designer, Mr. Bui developed the road-widening and street re-alignment necessary to add a Class 2 Bicycle Route and retaining wall to an existing street constrained by existing hillside topography. He worked on green design elements, including the addition of bioswales to decrease the impervious roadway surface and capture stormwater runoff. Mr. Bui also provided construction support, including approval of material specification submittals by the contractor, answering requests for information, and preparing technical memoranda.

Chakemco Street Rehabilitation
City of South Gate, CA

Project Engineer/Task Manager. NCE performed a pavement analysis and field evaluation, conducted coring and laboratory testing, performed pavement analysis and design services, and developed pavement rehabilitation and preventive maintenance recommendations for the street. NCE performed analysis in accordance with the Greenbook and Caltrans Highway Design Manual and reviewed the traffic index report.

Franz Haidinger, PE – QA/QC Manager

Franz Haidinger, PE, is a licensed California Civil Engineer and serves as Principal/Chief Engineer responsible for overseeing, managing, and developing designs and PS&Es for roadway improvement projects and implementing sustainable technologies. Franz specializes in pavement and roadway design, pavement rehabilitation projects, sustainable pavement technologies, and low-impact development features. Franz enjoys the opportunity to improve the built environment, whether it's implementing sustainable pavement technologies, design of low-impact development features for stormwater quality, or complete streets elements and corridor improvements.

Representative Projects

2018-2024 Street Rehabilitation Program

City of San Marino, CA

QA/QC Manager. NCE has provided progressively more detailed roadway pavement evaluation, pavement design, and full plans, specifications, and cost estimate (PS&E) services for various annual roadway maintenance and rehabilitation projects between 2018 - 2022. Innovations included the re-use of existing Macadam road base in good condition where possible to provide a mill and overlay rehabilitation instead of full depth reconstruction, saving the City hundreds of thousands of construction dollars and unnecessary off-haul. NCE is currently designing the City's pavement reconstruction-focused FY 2022-2023 and FY 2023-2024 street rehabilitation project, where we are expecting economies of scale to provide favorable construction costs for nearly 4 miles of arterial, collector and residential streets including the design of nearly 300 curb and gutter repair locations, and evaluation of over 130 intersection corners for curb ramp compliance.

Professional Design and Construction Management Services for Street Enhancement Project, CIP No. 2019-06

City of Huntington Park, CA

QA/QC Manager. NCE provided engineering design services for the preparation of plans, specifications and cost estimates (PS&E) for street rehabilitation for various streets throughout the City. This included detailed geotechnical pavement design for pavement rehabilitation and full depth reconstruction including ARHM over PCC pavement. Key elements of this project included assisting the City completely transition and update their Greenbook Specifications from older 2015 standards to the 2018 standards, developing a current utility contact list, and incorporating cost-effective pavement recycling alternatives such as cement-stabilized pulverized base (CSPB).

Valley View Avenue Pavement Rehabilitation from Imperial Highway to Rosecrans Avenue, CIP No. 2018-06

City of La Mirada, CA

QA/QC Manager. NCE provided pavement rehabilitation plans, specifications, and cost estimates for Valley View Avenue from Imperial Highway to Rosecrans Avenue. This is a highly traveled corridor nearly a mile long with heavily deteriorated AC pavement with PCC pavement intersections at the ends that required AC pavement reconstruction. The rehabilitation plans also addressed ADA compliance, class 2 bike lanes, minor PCC median reconfiguration, PCC cross gutter replacements, and traffic signal coordination with LA County.

2018-2023 Annual Overlay/Rehabilitation Pavement Design and PS&E

City of San Leandro, CA

QA/QC Manager. NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, full-depth reclamation (FDR) in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes.



Education

DI (Diplom-Ingenieur), Civil Engineering, University of Natural Resources and Life Sciences, Vienna, Austria (Equivalent of a MS, Civil Engineering), 1997

Registrations/Certifications

Professional Engineer – Civil
CA #64725

Professional Engineer – Civil
NV #19430

Troxler Nuclear Testing
Equipment Certification
#079039

Affiliations

American Society of Civil
Engineers (ASCE)
American Public Works
Association (APWA)

Joined NCE

2004

Years of Experience

26 years

James Signore, PhD, PE – Pavement Specialist/ Pavement Design Lead

James Signore, PhD, PE, is a Principal Pavement Engineer with extensive experience in pavement design and evaluation, rehabilitation and maintenance, materials assessment, training, and technical report review for pavement engineering projects. He is well-experienced in designing pavements for many local agencies, Caltrans, and for heavy vehicle loading applications for highways, airfields and ports. Dr. Signore has spent years researching pavement materials, having directed a state-of-the-art AMRL certified and Superpave mix design equipped research laboratory, and is well versed in state and local pavement practices and specifications.

Representative Projects

Residential and Collector Streets Rehabilitation and Arterial Streets Rehabilitation, and Areas 3, 4, and 5 Residential Neighborhood ADA Curb Ramps Improvement Projects

City of Diamond Bar, CA

Pavement Design Specialist. NCE has been contracted for 3 years to provide the design of plans, specifications, and cost estimates (PS&E) for the City's various annual roadway maintenance and rehabilitation programs, as well as standalone annual CDBG Curb Ramp improvement projects. James was able to provide the most appropriate mix of pavement treatments including slurry seals, cape seals, and ARHM paving for 65 arterial, collector, and residential roadway segments. He is also helping the City evaluate alternative materials including quick-setting emulsions.

2018-2024 Street Rehabilitation Program

City of San Marino, CA

Flexible Pavement Design. NCE has provided progressively more detailed roadway pavement evaluation, pavement design, and full plans, specifications and cost estimate (PS&E) services for various annual roadway maintenance and rehabilitation projects between 2018 - 2022. Innovations included the re-use of existing Macadam road base in good condition where possible to provide a mill and overlay rehabilitation instead of full depth reconstruction, saving the City hundreds of thousands of construction dollars and unnecessary off-haul. NCE is currently designing the City's pavement reconstruction-focused FY 2022-2023 and FY 2023-2024 street rehabilitation project, for nearly 4 miles of arterial, collector and residential streets.

2018-2023 Annual Overlay/Rehabilitation Pavement Design and PS&E

City of San Leandro, CA

Flexible Pavement Design. NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, full-depth reclamation (FDR) in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted/managed three encroachment permit applications with Caltrans as the project encroached on three state routes.

Professional Design and Construction Management Services for Street Enhancement Project, CIP No. 2019-06

City of Huntington Park, CA

Flexible Pavement Design. NCE provided engineering design services for the preparation of plans, specifications and cost estimates (PS&E) for street rehabilitation for various streets throughout the City. This included detailed geotechnical pavement design for pavement rehabilitation and full depth reconstruction including ARHM over PCC pavement. Key elements of this project included assisting the City completely transition and update their Greenbook Specifications from older 2015 standards to the 2018 standards, developing a current utility contact list, and incorporating cost-effective pavement recycling alternatives such as cement-stabilized pulverized base (CSPB).



Education

PhD, Civil Engineering,
University of Illinois, Urbana-
Champaign, 1998
MS, Civil Engineering,
University of Illinois, Urbana-
Champaign, 1994
BS, Electrical Engineering,
Clarkson University, 1985

Registrations/Certifications

Professional Engineer – Civil,
CA #62647

Affiliations

TRB Committee AFD70,
Pavement Rehabilitation
TRB Committee AFD70-1,
Pavement Interlayer Systems
FAA Pavement Technical
Working Group
American Society of Civil
Engineers (ASCE)

Joined NCE

2014

Years of Experience

25 years

Mahmoud Samara EIT – Pavement Specialist

Mahmoud Samara recently began his engineering career as a Staff Engineer at NCE and has been involved in pavement related projects that include pavement design and evaluation, rehabilitation and maintenance, and pavement and asset management. He has expertise in the areas of laboratory performance characterization of flexible pavements materials, pavement management system, life cycle cost analysis of pavement structures, non-destructive testing (falling weight deflectometer, FWD), and flexible pavement design. He has authored publications and has given presentations on the performance of asphalt binders at annual meetings for the Transportation Research Board (TRB).

Representative Projects

FY 2022-2024 Street Rehabilitation Program

City of San Marino, CA

Pavement Engineer. NCE is currently designing the City's pavement reconstruction for the FY 2022-2023 and FY 2023-2024 street rehabilitation project, where we are expecting economies of scale to provide favorable construction costs for nearly 4 miles of arterial, collector and residential streets including the design of nearly 300 curb and gutter repair locations, and evaluation of over 130 intersection corners for curb ramp compliance. NCE's scope of work includes coordinating pavement coring, laboratory testing, marking out base repairs, and determining appropriate pavement treatments based on pavement design and site conditions.

Residential and Collector Streets Rehabilitation and Arterial Streets Rehabilitation, and Areas 3, 4, and 5 Residential Neighborhood ADA Curb Ramps Improvement Projects

City of Diamond Bar, CA

Pavement Engineer. NCE is currently providing civil engineering services to prepare plans, specifications, and cost estimates for the City's annual street rehabilitation project. Scope includes marking out base repairs and determining appropriate pavement treatments based on visual condition assessment of the pavement.

Pavement Management Program Update, Multi-year Focus Plan, Pavement Design, and Base Repair Markout

City of Redondo Beach, CA

Pavement Engineer. NCE is assisting the City with the updating their of the PMP which comprises of 160 centerline miles of pavement. Once the PMP update is completed, NCE will assist the City with developing a multi-year focus plan, field (coring) and laboratory testing, and eventually developing pavement treatment recommendation based on pavement design and site conditions. NCE will also markout base repairs every year prior to construction.

Pavement Management Program (PMP) Update

City of Anaheim, CA

Pavement Engineer. NCE updated Anaheim's PMP in compliance with OCTA's Measure M2 requirements. The street network consists of approximately 584 centerline miles of pavement including 155 miles of Arterial Highway System (AHS) and 429 centerline miles of Local Street System (LSS). The project consists of furnishing all necessary services to develop a comprehensive PMP including distress/condition inspections as per ASTM D6433 protocols, collected ride quality (International Roughness Index) and digital images of the pavements updated the maintenance and rehabilitation (M&R) history, and performed funding scenarios.

2022-2026 StreetSaver Technical Assistance

Metropolitan Transportation Commission (MTC), CA

Staff Engineer. NCE has been involved in numerous projects related to the development, implementation, and training of the StreetSaver® program. NCE implemented the StreetSaver® Pavement Management Program in over 150 agencies in California.



Education

MS, Civil and Environmental Engineering, Rowan University, Glassboro, New Jersey, 2022
BS, Civil Engineering/Highway and Bridges Engineering, Al-Balqa Applied University, Salt, Jordan, 2017

Registrations and Certifications

Engineer-in-Training – CA (pending)

Affiliations

Associate member with the American Society of Civil Engineers (ASCE)
Student Member in Academy of Pavement Science and Engineering (APSE)
Friend of TRB committee AKM20
Member in TRB Young Members Subcommittee

Joined NCE

2022

Years of Experience

2 years

Pedro Sanchez, PE – Civil Engineering/ Civil Design Lead

Pedro Sanchez, PE, is a licensed California Civil Engineer with 18 years of experience providing civil engineering design and construction of transportation projects. His experience involves the design of vertical and horizontal control plans, grading and drainage, street design, sidewalk, ADA-compliant curb ramp and driveway design, parking facilities, storm drain and utility system, yard piping and hydraulics and hydrology analysis. Pedro is also well-experienced in preparing construction plans, contract specifications and cost estimates ensuring conformity with state, federal and local requirements. He is also highly proficient in various computer-aided design and drafting software and equipment. In addition, Pedro served as the Civil Engineer for the City of Los Angeles \$1.4B Safe Sidewalk Repair Program that aimed to make sidewalks accessible to everyone and meet ADA requirements.

Representative Projects

2018-2024 Street Rehabilitation Program

City of San Marino, CA

Design Engineer. NCE has provided progressively more detailed roadway pavement evaluation, pavement design, and full plans, specifications and cost estimate (PS&E) services for various annual roadway maintenance and rehabilitation projects between 2018 - 2022. Innovations included the re-use of existing Macadam Road base in good condition where possible to provide a mill and overlay rehabilitation instead of full-depth reconstruction, saving the City hundreds of thousands of construction dollars and unnecessary off-haul. NCE is currently designing the City's pavement reconstruction-focused FY 2022-2023 and FY 2023-2024 street rehabilitation project, where we are expecting economies of scale to provide favorable construction costs for nearly 4 miles of arterial, collector and residential streets including the design of nearly 300 curb and gutter repair locations, and evaluation of over 130 intersection corners for curb ramp compliance.

2018-2023 Annual Overlay/Rehabilitation Pavement Design and PS&E

City of San Leandro, CA

Design Engineer. NCE was contracted by the City of San Leandro to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, full-depth reclamation (FDR) in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street based on recommendations provided by NCE. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.

Professional Design and Construction Management Services for Street Enhancement Project, CIP No. 2019-06

City of Huntington Park, CA

Design Engineer. NCE provided engineering design services for the preparation of plans, specifications and cost estimates (PS&E) for street rehabilitation using SB1 funding for various streets throughout the City. This included detailed geotechnical pavement design for pavement rehabilitation and full depth reconstruction including ARHM over PCC pavement. Key elements of this project included assisting the City completely transition and update their Greenbook Specifications from older 2015 standards to the 2018 standards, developing a current utility contact list, and incorporating cost-effective pavement recycling alternatives such as cement-stabilized pulverized base (CSPB). Other project design elements included curb and gutter repairs, tree-root pruning and root barriers, and concrete driveway apron repairs.



Education

BS, Civil Engineering, Instituto Tecnológico y de Estudios Superiores de Monterrey, Monterrey Nuevo León, México, 2001
Asphalt Engineering, Universitat Politècnica de Catalunya, Barcelona, Spain, 2000
Fluid Mechanics, California State University, Long Beach, 1999

Registrations/Certifications

Professional Engineer – Civil, CA #84649

Affiliations

American Society of Civil Engineers (ASCE)
American Public Works Association (APWA)

Joined NCE

2018

Years of Experience

18 years

Patricia Oelkers – Civil Engineering

Patricia Oelkers recently began her engineering career as a Staff Engineer at NCE and provides engineering and design support on complex civil and pavement design engineering projects. She has extensive experience in AutoCAD and assists in the preparation of plans and estimates and conducts site visits for proposed design improvements.

Representative Projects

Maintenance District 6 Phase II Rehabilitation *City of Glendale, CA*

Staff Engineer. Patricia is responsible for marking repairs (e.g., driveways, sidewalk, cross gutters) in the field and translating them to the plans. NCE was contracted by the City of Glendale to prepare construction documents and pavement rehabilitation and reconstruction design for 12 residential streets (3 miles). The scope of work includes pavement condition survey, catch basin maintenance, and design and preparation of civil design PS&Es for construction.

Residential and Collector Streets Rehabilitation and Arterial Streets Rehabilitation, and Areas 3, 4, and 5 Residential Neighborhood ADA Curb Ramps Improvement Projects *City of Diamond Bar, CA*

Staff Engineer. The City has approximately 145 centerline miles divided into 7 maintenance zones. NCE has been assisting the City with updating the Pavement Management Program (PMP) since 2015. Beginning in Spring 2023 NCE has also been contracted for 3 years to provide the design of plans, specifications, and cost estimates (PS&E) for the City's various annual roadway maintenance and rehabilitation programs, as well as standalone annual CDBG Curb Ramp improvement projects. As part of this first year, Jim used his extensive experience with annual roadway rehabilitation projects to implement the PMP work plan into discrete projects and provide the most appropriate pavement treatments including slurry seals, cape seals, and ARHM paving for 65 arterial, collector, and residential roadway segments. He has completed the design of the first CDBG Curb Ramp project currently out for construction and is preparing a 60% draft PS&E submittal for the roadway maintenance and rehabilitation program. Patricia is responsible for marking repairs in the field, preparing plans, and assisting on the engineer's cost estimate for the design. In addition, Patricia is also assisting in the data gathering and design of curb ramps package which will be constructed using CDBG funding.

FY 2023-2024 Street Rehabilitation Program *City of San Marino, CA*

Staff Engineer. Patricia is responsible for marking repairs in the field, preparing plans, and assisting on the engineer's cost estimate for the design. As part of the City's annual street rehabilitation program, NCE is providing pavement evaluation and design services for various roadways. The scope of work for the 2024 Street Rehabilitation Program includes pavement condition survey, Coring, sampling, and laboratory testing. Based on the pavement evaluation a pavement design and soil investigation memorandum will be prepared. The memorandum will include potential treatments with a focus on sustainable treatments and cost-saving measures.

2022-2023 Annual Overlay/Rehabilitation Pavement Design and PS&E *City of San Leandro, CA*

Staff Engineer. Patricia was involved in preparing and designing plans for civil improvements and striping and markings improvements incorporating Class II and IV bike facilities. NCE was contracted to prepare construction documents and pavement rehabilitation and reconstruction design for 23 arterial, collector, and residential streets (5 miles). NCE's scope of work included pavement investigation and design and preparation of civil design PS&Es for construction. Pavement design solutions included conventional and RHMA overlays, full-depth asphalt reconstruction, full-depth reclamation in lieu of more expensive conventional reconstruction, and a pilot project for cold central plant recycling on an arterial street. Visible drainage issues were addressed, such as localized ponding in the gutter pan, the design of over 100 ADA ramps, curb and gutter repairs, and improvements to striping and pavement markings with the addition of class II and class IV bike lanes. NCE submitted and managed three encroachment permit applications with Caltrans as the project encroached on three state routes. NCE's engineer's estimate matched that of the winning contractor bid, indicating that NCE was able to anticipate the value of the scope of work and contractor climate.



Education

BS, Civil Engineering, California State University Polytechnic, Pomona, 2022
AS, Engineering, Orange Coast College, Costa Mesa, 2019

Joined NCE 2022

Years of Experience >1 year



Benjamin Halbach, PE, ENV SP, NASSCO PACP, MACP

Condition Assessment

REGISTRATION

2017/CA/Professional Engineer/
Civil/87555

EDUCATION

2014/BS/Civil Engineering/
University of California, Irvine

CERTIFICATIONS

Envision™ Sustainability
Professional/Institute for
Sustainable Infrastructure

Pipeline Assessment Certification
Program/#U-1115-07002009/
NASSCO/U-1115-07002009

Manhole Assessment
Certification
Program/#U-1115-07002009/
NASSCO/U-1115-07002009

PROFESSIONAL AFFILIATIONS

American Society of Civil
Engineers

Theta Tau Professional
Engineering

EXPERIENCE

With Psomas for 9 years

ADDITIONAL SEWER SYSTEM EXPERIENCE

- ▶ City of Hermosa Beach,
On-Call Design Services
for CIP 19-421 Sewer
Improvements
- ▶ RLAASD, 2015 and 2021
Sewer Repair Projects
- ▶ Long Beach Water
Department, South
Long Beach Sewer
Improvement Project
- ▶ Elsinore Valley Municipal
Water District, Peck and
Chestnut Street Sanitary
Sewer Replacement

Ben Halbach has nine years of experience in the design of water and sewer systems and facilities, including the design of new pipelines, pipeline and manhole assessment and rehabilitation, transmission valve replacements, pump stations, and groundwater production wells. His experience includes involvement in all phases of client deliverable creation, including comprehensive plan development in AutoCAD Civil 3D, specification writing, and detailed cost estimates. Ben's design experience also includes site layout plans and rough grading. Benjamin has worked on projects for a variety of clients throughout southern California, including Liberty Utilities, UC Irvine, Irvine Ranch Water District, Elsinore Valley Municipal Water District, Long Beach Water Department, and the cities of Anaheim, Hermosa Beach, and Newport Beach.

Experience

Rossmoor/Los Alamitos Area Sewer District (RLAASD), 2018 Sewer Rehabilitation Project – Rossmoor/Los Alamitos, CA: Project Engineer for the design of sewer segment rehabilitation in various locations in Rossmoor and the City of Los Alamitos for RLAASD. As District Engineer, Psomas staff reviewed 60,000 feet of sewer system CCTV tapes and made appropriate recommendations for repairs where needed. The rehabilitation design included a combination of CIPP lining of approximately 2,830 feet of 8- through an 18-inch-diameter sewer in 11 separate locations; UV Cured Point Repairs (trenchless) at 68 locations; removal and replacement of approximately 860 feet of 8- and 10-inch-diameter pipe in four areas; and point repairs to 8-inch through 18-inch pipe at 14 different locations. Duties included obtaining preliminary encroachment permits from the City of Los Alamitos and the County of Orange, coordination for project advertising, evaluation of the bids received, recommendation of project award, construction support services, contract administration and inspection, and preparation of record drawings.

City of Hermosa Beach, On-Call Design Services for CIP 17-416 Sewer Improvements – Hermosa Beach, CA: Project Engineer for preparation of construction plans and specifications for approximately 2,700 LF of sewer lining, 9,200 LF of sewer replacement, and rehabilitation of 39 manholes. The project was organized into four distinct areas. Psomas evaluated the existing conditions of these elected sewer segments and confirmed or provided supplemental recommendations, as appropriate. CCTV reports and videos for each of the segments were evaluated and categorized. Field evaluation was performed on approximately 90 sewer manholes. Final design plans resulted in 1,850 LF of remove and replace segments; 100 LF of point repairs at 23 locations; 7,900 LF of lining; 700 LF of deposit and root removal.

PSOMAS

RYAN ETTINGER, PROJECT ENGINEER

Mr. Ettinger is a California registered civil engineer with over ten years of experience in the geotechnical profession. He has considerable field experience in pavement assessments, coring and explorations, paving inspections, soil sampling and earthwork testing. He is an expert in planning, coordinating and executing field explorations, soil sampling and laboratory testing programs. His project involvement includes engineering and management duties, as well as observation, testing supervision and quality control activities during exploration, grading, post grading, and construction phases of the projects.

Mr. Ettinger oversees NMG's onsite soil and materials testing laboratory, supervising and training a laboratory staff of two full time and numerous part time technicians. He spearheaded NMG's effort to obtain acceptance as a California DSA registered laboratory through the rigorous AASHTO accreditation process. He is responsible for upkeep and annual renewal of that accreditation as well as certifications for Caltrans and the City of Los Angeles. He also remains abreast of ASTM and Caltrans test methods for soils, asphalt and concrete testing.

He also serves as NMG's Alternate Radiation Safety Officer overseeing nuclear density gauge calibrations, maintenance, code compliance and training.

Project Experience

- City of Corona, Ontario Avenue Rehabilitation, Inspection and materials testing including cold in-place recycled asphalt (residual moisture content, compaction), PCC concrete sampling and testing.
- Huitt-Zollars, pavement rehabilitation and construction at Anaheim Kaiser on-call center, exploratory coring/drilling, logging, sampling, and reporting of findings.
- City of Norwalk, Local street rehabilitation project (Zone 27), street coring, soil sampling, laboratory testing for pavement design, pavement rehabilitation design report.
- Mark Thomas/Port of Los Angeles, State Route 47/Vincent Thomas Bridge interchange reconfiguration, Caltrans Materials Report.
- City of Anaheim, Sanitary Sewer Replacement, exploration in existing streets and design for the pipeline replacement.
- The Wonderful Company, Office and Lab Building, exploratory drilling, sampling, logging and percolation testing.
- Shea Homes, Parkside Estates, Deep Soil Cement Mixing, observation and documentation of deep soil mixing operations and second party review of compression testing.

Education

California State University Los Angeles,
BS Civil Engineering

Crescenta Valley High School,
La Crescenta, CA

Certifications

CPN Radiation Safety and Nuclear Gauge
Certificate

City of Irvine Deputy Asphalt Paving
Inspector

ATI Radiation Safety Officer Portable
Density/Moisture Gauge Certificate

Registered Civil Engineer, RCE 90538



5. Quality Assurance/Quality Control

NCE's objective for a project is to deliver technically sound and high-quality projects on-time, on-budget, and with a high level of satisfaction to our clients. To demonstrate our commitment to excellence, our approach is outlined in the following paragraphs.

Project Kick-Off: Our project manager and team members will meet with City staff to review the project goals and the expected deliverables and discuss lessons learned from previous projects.

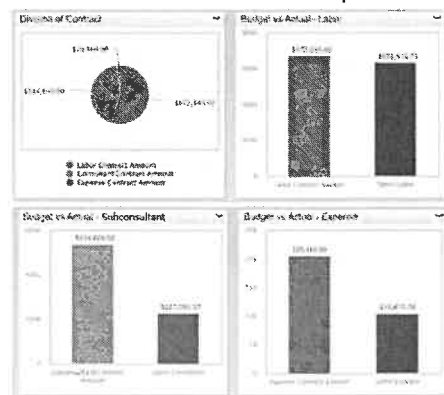
Project Approach: NCE aligns talented and experienced project managers and engineers in direct contact with clients to collaborate, resulting in a unique partnership that is beneficial to both employees and clients alike. Repeat and referred clients are a reflection of our commitment and dedication to providing quality, timely products to our clients.

Project Execution: Once the contract has been authorized and work has commenced, the NCE project manager will keep the City point of contact well informed of the progress. Variations from the approved scope, schedule, or budget will be discussed with the City and corrective measures, if necessary, will be discussed and implemented. All of our team members, including subconsultants, will be managed as an extension of NCE.

On-Time Delivery: Timeliness is a high priority. Clear communication, concise documentation, prompt problem resolution, and thorough review of the project schedule provide tools to deliver the project within the established timeframe. Weekly scheduling meetings and review of two-week production schedules provide a method to identify potential schedule overruns and areas to make up time.

Effective Communication: One of the most critical elements in providing quality service is effective communication, both between NCE and the City, and within the NCE team. To ensure good communications with the City, NCE's project manager will be involved in frequent informal briefings, either in person, on the phone, or via e-mail with the City's project manager. Communication among the project team, including the subconsultants, is critical for a successful project and will be accomplished by regular scheduled team meetings via phone or in person.

On-Budget Performance: NCE has a strong centralized computerized cost accounting system that tracks specific job costs. Labor hours and expenses are entered into the system daily or weekly and project managers may check project budgets daily. NCE's cost control and invoicing system are well suited to tracking costs, preparing invoices in styles and formats consistent with our client's requirements, and providing the necessary backup in a comprehensive and easy to follow package.



Example: Local Roads Realignment and Widening Project, estimated \$14.5 Million ROW Acquisition and Construction, \$1.3 Million Design Fee.

High-Quality Deliverables: NCE has an active Quality Assurance Management Program (QAMP) that includes specific quality control (QC) procedures. The goal of NCE's QAMP is to infuse quality throughout the entire project. Each NCE employee attends our quality assurance training and is required to pass an exam and receive certification. **NCE's QAMP is based on four principles: client satisfaction, employee participation, problem prevention, and continuous quality improvement.**

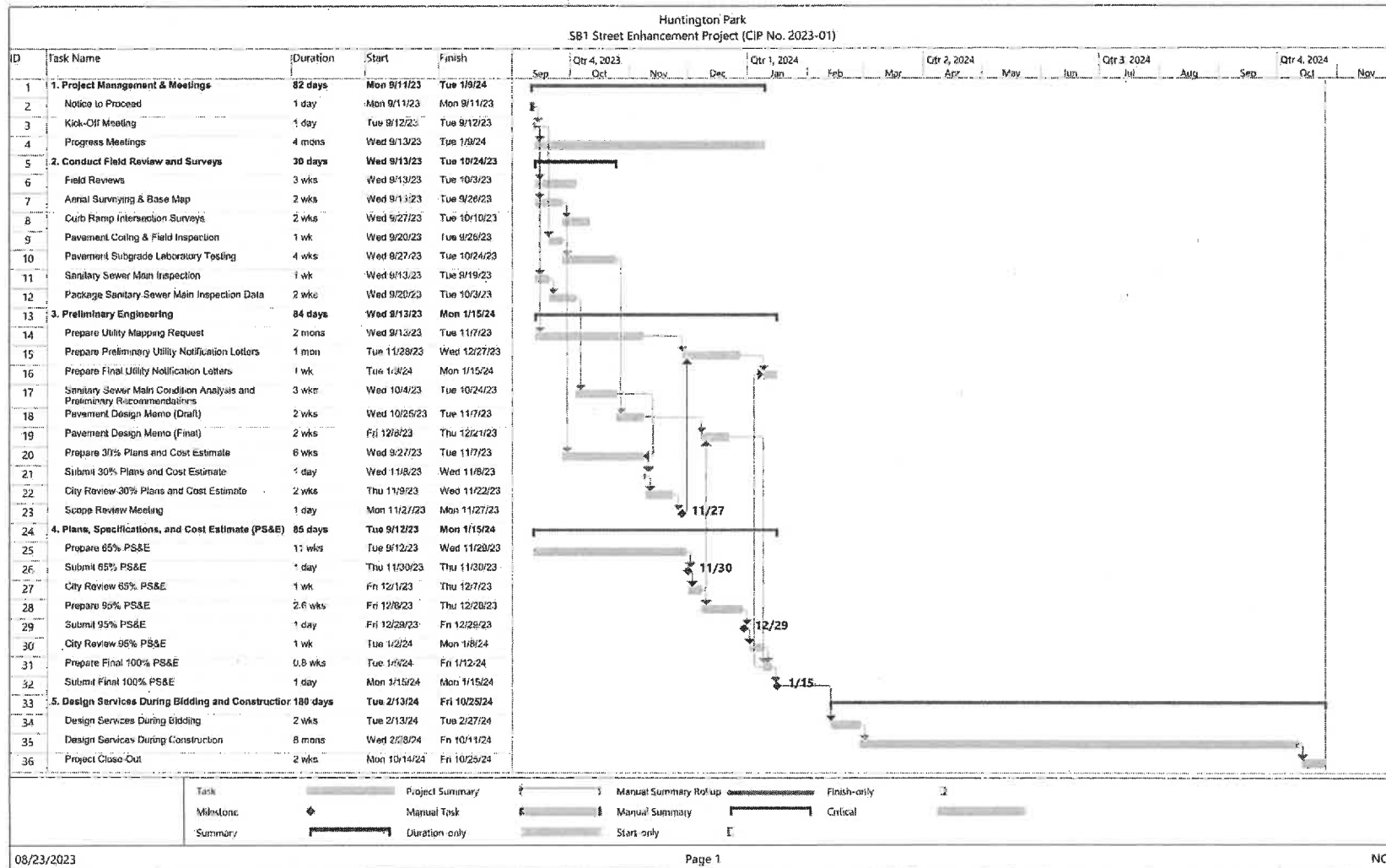
The QAMP includes detailed review of all engineering specifications, drawings and calculations, engineering letters, reports, and design documents prior to submittal to our client, as well as providing meticulous record keeping and high standards of field documentation. NCE's Senior Construction Inspector will conduct a constructability review during the 65% design phase. This allows our designers and engineers to receive feedback on the constructability of the proposed design at this stage. The City's inspectors are invited to participate in this field visit to share and incorporate local knowledge during the design phase. An NCE principal engineer will review and provide quality control of the one hundred percent (100%) set of plans prior to submittal to the City. Additionally, the principal engineer will sign the plans to certify that the review was performed and state the plans are ready for bidding and construction. NCE's QC procedures are designed to improve thought processes, clarify communications among design team members, and translate the concepts and mental images of the project in the designer's mind to the physical structures and systems to be built by the contractor. NCE believes that an efficient, yet thorough Quality Assurance Management Program is essential for getting the maximum value out of every dollar spent on construction. Projects designed by NCE, therefore, contain technical specifications that attempt to optimize the balance between using rigid, but time-tested, specifications and meeting local agency needs, with the goal of obtaining value for our clients.

6. References

NCE has had the privilege to work with many counties, cities, and towns in Southern California, including Huntington Park. Approximately 85% of NCE's revenues are from the public sector, mainly city and county governments. The following individual and agency references listed below will allow the City to verify NCE's proposed staff experience in delivering associated services performed on similar projects as per the RFP. These are repeat clients, which testifies to the level of satisfaction with NCE work products.

<i>NCE Client References</i>	
Residential and Collector Streets Rehabilitation (Areas 3, 4, and 5) and Arterial Streets Rehabilitation, and Areas 3, 4, and 5 Residential Neighborhood ADA Curb Ramps Improvement Projects	
Agency:	City of Diamond Bar
Contact Name:	Christian Malpica, Associate Engineer
Address:	21810 Copley Drive, Diamond Bar, CA 91765
Phone Number:	(909) 839-7042
FY 2022-23 and FY 2023-24 Street Rehabilitation Program and Pavement Management Program Update Services	
Agency:	City of San Marino
Contact Name:	Amber Shah, PE, Parks and Public Works Director
Address:	2200 Huntington Drive, San Marino, CA 91108
Phone Number:	(626) 300-0787
Maintenance District 6 Phase II Rehabilitation	
Agency:	City of Glendale
Contact Name:	Rustom Tavitian, PE, Civil Engineer II
Address:	633 E. Broadway Room 205, Glendale, CA 91206
Phone Number:	(818) 937-8326

7. Schedule and Schedule Control



8. Fee Schedule/Cost Proposal

As noted in the RFP, the Fee Schedule/Cost Proposal is provided in a separate sealed envelope which is clearly marked **“SB1 Street Enhancement Project (CIP No. 2023-01)”**.

Collaboration. Commitment. Confidence.

www.ncenet.com

Huntington Park
Professional Design and Construction Management Services for Street Enhancement Project CIP (No. 2023-01)
Fee Estimate
August 23, 2023

Task Description	Labor Hours						Labor Expenses	Sewer Inspection & Engineering	Pavement Coring & Testing	Temporary Traffic Control	Reimbursable Expenses	Total Cost
	Project Manager	QC/QA & Program Manager	Project Engineer	Staff Engineer II	Staff Engineer I	Field Technician						
Rate	\$185	\$240	\$165	\$140	\$135	\$100						
1. Project Management & Meetings												
1.1 Project Kick-off and Progress Meetings (RFP Assumes 11 meetings) ⁽¹⁾	24	16			8		\$ 9,360				\$ 800	\$ 10,200
Sub-Total	24	16	0	0	8	0	\$ 9,360	\$ -	\$ -	\$ -	\$ 800	\$ 10,200
2. Conduct Field Review and Surveys												
2.1 Field Reviews	4		4		30		\$ 5,450				\$ 200	\$ 5,700
2.2 Base Map	4		4		24		\$ 4,640				\$ 100	\$ 4,800
2.3 Pavement Investigation	2	4		24	4	4	\$ 5,630		\$ 7,370	\$ 2,200	\$ 750	\$ 16,000
2.4 Sanitary Sewer Main Inspection ⁽²⁾⁽⁴⁾	4		4		8		\$ 2,480	\$ 9,680		\$ 2,200	\$ 500	\$ 14,900
Sub-Total	14	4	12	24	66	4	\$ 18,200	\$ 9,680	\$ 7,370	\$ 4,400	\$ 1,550	\$ 41,400
3. 30% Preliminary Engineering												
3.1 Utility Coordination ⁽³⁾	4	4	8		40		\$ 8,420					\$ 8,500
3.2 Sanitary Sewer Main Condition Analysis and Preliminary Recommendations ⁽²⁾⁽⁴⁾	4	4	2		4		\$ 2,570	\$ 15,554			\$ 200	\$ 18,300
3.3 Pavement Design Memo	2	4		12		2	\$ 3,210				\$ 100	\$ 3,300
Sub-Total	10	12	10	12	44	2	\$ 14,200	\$ 15,554	\$ -	\$ -	\$ 300	\$ 30,100
4. Plans, Specifications, and Cost Estimate (PS&E)												
4.1 65% PS&E	8	16	32	8	60		\$ 19,820				\$ 200	\$ 20,100
4.2 95% PS&E	10	16	32	8	40		\$ 17,490				\$ 200	\$ 17,800
4.3 Final 100% PS&E	8	4	20		40		\$ 11,140				\$ 200	\$ 11,400
Sub-Total	26	36	84	16	140	0	\$ 48,450	\$ -	\$ -	\$ -	\$ 600	\$ 49,300
5. Design Services During Bidding and Construction												
5.1 Design Services During Bidding	4		4				\$ 1,400				\$ 200	\$ 1,600
5.2 Design Services During Construction	4	4	14				\$ 4,010				\$ 200	\$ 4,200
Sub-Total	8	4	18	0	0	0	\$ 5,410	\$ -	\$ -	\$ -	\$ 400	\$ 5,800
Total (Time & Materials Basis)	82	72	124	52	258	6	\$ 95,620	\$ 25,234	\$ 7,370	\$ 4,400	\$ 3,650	\$ 136,800

(1) Additional meetings can be provided on a time and material basis.

(2) Assumed sanitary sewer main inspection length of 1,700 linear feet estimated by analyzing utilities underlying streets. Design fees will be based on actual limits and length of utilities to be inspected as agreed upon with the City. Review and analysis of utility inspection videos will likewise be based on actual hours of video collected. Night and weekend work are not included. Additional sewer main inspection and evaluation of beyond 1,700 linear feet will be provided on a time and materials basis.

(3) Utility coordination does not include potholing or locating of underground utilities not surface physical. Any utility mapping, reproduction, permitting, or review fees assessed by utility companies or other agencies shall be passed as a direct-cost to the client.

(4) Pipe Jetting will be Optional Task for pipes or portions of pipe that are not clean enough to inspect. If required, cost associated with pipe jetting will be provided at a later date.



ATTACHMENT "B"



FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT DESIGN OF PLANS, SPECIFICATIONS, AND ENGINEER'S ESTIMATE CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT

THIS FIRST AMENDMENT PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this **July 1, 2024** (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("City") and **NCE**, (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. Based on and in consideration of the mutual promises set forth below, the parties agree as follows:

RECITALS

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

WHEREAS, Consultant was retained to perform various contractor services and tasks relating to the design of CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT.

WHEREAS, on or about September 5, 2023, the Parties executed and entered into that certain agreement titled, Professional Services Agreement hereinafter, the "Agreement", which is attached hereto as Exhibit "A".

WHEREAS, the City requires additional design services related to CIP 2023-01 SB1 STREET ENHANCEMENT PROJECT.

WHEREAS, the deadline to complete the design was June 30, 2024, and this specific due date is covered under Section 6.9 Time is of the Essence in the original agreement executed on September 5, 2023.

WHEREAS, the contract timeline is extended to June 30, 2025, for the purposes of assisting with matters of responding to contractor's Request for Information (RFI) and executing this agreement does not constitute additional payment compensation towards the completion of the project. Compensation for all additional work is covered under Section 1.3 Compensation, Exhibit "B" of the original agreement executed on September 5, 2023.

NOW THEREFORE, in consideration of the promises and mutual promises herein contained, it is agreed as follows:

1. Except as otherwise set forth in this First Amendment, the terms of the Agreement shall control. This First Amendment Agreement with the Professional Services Agreement shall constitute the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed in both documents.

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

City of Huntington Park:

NCE:

By: _____
Ricardo Reyes
City Manager

By: _____
Michael J. Leacox
Vice President

ATTEST:

Eduardo Sarmiento, City Clerk

APPROVED AS TO FORM:

By: _____

PUBLIC HEARING(S)

ITEM 1



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

August 20, 2024

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:

UPHOLDING THE PLANNING COMMISSION'S DETERMINATION TO DENY PLANNING COMMISSION CASE NO. 2024-01 DA (DIRECTOR'S APPEAL), A REQUEST FOR PLANNING COMMISSION TO MODIFY THE DETERMINATION OF THE COMMUNITY DEVELOPMENT DIRECTOR TO RESTORE LEGAL NONCONFORMING STATUS FOR PROPERTY LOCATED AT 2502 RANDOLPH STREET, WITHIN THE HIGH DENSITY RESIDENTIAL (R-H) ZONE.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony;
3. Receive additional and final comments for or against the decision; and
4. Upholding the Planning Commission's determination to deny Planning Commission Case No. 2024-01 DA, to modify the determination of the Community Development Director to restore legal nonconforming status for property located at 2502 Randolph Street, within the High Density Residential (R-H) zone.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

At a Regular Meeting on June 19, 2024, the Planning Commission conducted a public hearing considering Planning Commission Case No. 2024-01 DA, a request for Planning Commission to modify the determination of the Community Development Director to restore legal nonconforming status for property located at 2502 Randolph Street, within the High Density Residential (R-H) zone. After the Planning Staff's presentation and public testimony, the Planning Commission discussed several issues of concern and the inability to recommend approval. As such, the Planning Commission voted to deny Planning Commission Case No. 2024-01 DA.

APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING PLANNING COMMISSION CASE NO. 2024-01 DA, A REQUEST TO MODIFY THE DETERMINATION OF THE COMMUNITY DEVELOPMENT DIRECTOR TO RESTORE LEGAL NONCONFORMING STATUS FOR PROPERTY LOCATED AT 2502 RANDOLPH STREET, WITHIN THE HIGH DENSITY RESIDENTIAL (R-H) ZONE

August 20, 2024
Page 2 of 4

Huntington Park Municipal Code (HPMC) Article 6. Nonconforming Structures and Uses

Article 6 of the HPMC provides for the regulation and orderly termination of legal nonconforming structures and uses in order to promote the public health, safety and general welfare and to bring such structures and uses into conformity with the goals, policies and objectives of the General Plan. A nonconforming use is defined in HPMC Section 9-3.602 as "a use of a structure or land that was legally established and maintained prior to the adoption of this Code but which does not conform to the current provisions governing allowable uses for the zoning district in which the use is located."

Pursuant to HPMC Section 9-3.604, nonconforming structures or uses shall not be reestablished after having been abandoned or discontinued for a period of six months, or as determined by the Director. The discontinuance or abandonment of the active and continuous operation or occupation of the nonconforming use, or a part or portion thereof is understood and considered to be an abandonment of the nonconforming use, regardless of any reservation of an intent not to abandon or of an intent to resume active operations. If abandonment is evidenced by no business receipts/records available to provide evidence that the use was in continual operation, the abandonment shall be considered to be completed within a period of less than six months and all rights to reestablish or continue the nonconforming use shall terminate.

Appeal Application

On July 1, 2024, an Appeal Application was filed by Mohill Holdings, LP (Applicant and Property Owner). The Applicant is appealing the Planning Commission's determination to deny Planning Commission Case No. 2024-01 DA.

Applicant Appeal Justification

The Applicant alleges that Mohill Holdings, LP has yet to receive any written order or decision after the June 19, 2024, Planning Commission meeting. Planning Staff mailed an Action Letter to Mohill Holdings, LP on June 26, 2024.

The Applicant contests that the property should remain a nonconforming use/structure because it was not abandoned or discontinued, and notice was not properly given. The property had three (3) business licenses (Mesa's Towing Service, LA Auto Center Transmission, and Escobar Transmission Only) at one point. The last active business license at the property (LA Auto Center Transmission) expired on June 30, 2023. The City sent notices to the three businesses for renewal. According to Finance records, the City sent Mesa's Towing Service its notice on March 3, 2009, and March 17, 2009. The City

APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING PLANNING COMMISSION CASE NO. 2024-01 DA, A REQUEST TO MODIFY THE DETERMINATION OF THE COMMUNITY DEVELOPMENT DIRECTOR TO RESTORE LEGAL NONCONFORMING STATUS FOR PROPERTY LOCATED AT 2502 RANDOLPH STREET, WITHIN THE HIGH DENSITY RESIDENTIAL (R-H) ZONE

August 20, 2024

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sent Escobar Transmission Only notice on June 23, 2020, and LA Auto Center Transmission was sent its notice for renewal on May 1, 2023, and July 3, 2023.

Failure to possess an active business license demonstrates that businesses at 2502 Randolph Street had no way to provide any receipts/records to the City to provide evidence that the use was in continual operation. Records show that LA Auto Center Transmission paid their last business license renewal on June 29, 2022, which gave them an active business license status for another calendar year (until 2023). As such, the nonconforming use at the site was abandoned and cannot revert to a nonconforming status since the business license was not renewed 2023 by LA Auto Center Transmission.

The discontinuance or abandonment of the active and continuous operation or occupation of the nonconforming use, or a part or portion thereof is understood and considered to be an abandonment of the nonconforming use. Mesa's Towing Service's business license expired on April 30, 2009. Escobar Transmission Only's business license expired on July 31, 2020. LA Auto Center Transmission had their business license expire June 30, 2023. The negligence of not renewing any business licenses for a period of over six months has rendered the use abandoned. Furthermore, having part of the legal nonconforming use abandoned through Mesa's Towing Service and/or LA Auto Center Transmission expired business licenses renders the use abandoned per Title 9, Article 6 of the HPMC.

The Applicant contests that the City unfairly raised new arguments at the June 19, 2024 hearing regarding events that allegedly occurred in 2009 and unduly prejudiced Mohill. The Applicant accuses the City of violating due process rights by not providing sufficient notice and an opportunity to prepare for and hear of issues relating to the property in 2009. The Planning Commission hearing was the opportunity for the Applicant to exercise their due process rights. Staff wants to note that the nature of this appeal does not call for a discovery protocol/process. In civil actions, the discovery process refers to what parties use during pre-trial for further information in preparation for trial. Again, this was an appeal to the Planning Commission. The City allows the public to request records for properties under the California Public Records Act, and the Applicant failed to request any records for that property for the year 2009 per City Clerk logs. The City maintains a stature and practice of transparency with the public and will work to the best of its abilities to provide responsive documents when requested under a Public Records Request. As a property owner, it is their responsibility to manage the affairs of their property.

FISCAL IMPACTS

There are no negative fiscal impacts to the City.

**APPEAL OF THE PLANNING COMMISSION'S DETERMINATION DENYING
PLANNING COMMISSION CASE NO. 2024-01 DA, A REQUEST TO MODIFY THE
DETERMINATION OF THE COMMUNITY DEVELOPMENT DIRECTOR TO RESTORE
LEGAL NONCONFORMING STATUS FOR PROPERTY LOCATED AT 2502
RANDOLPH STREET, WITHIN THE HIGH DENSITY RESIDENTIAL (R-H) ZONE**

August 20, 2024
Page 4 of 4

CONCLUSION

The Property Owner abandoned the use and the businesses at the site failed to maintain an active business license. Failure to maintain an active business license indicates that the site had no way to provide any receipts/records to the City to provide as evidence that the use was in continual operation. As such, the nonconforming use could not revert to its legal nonconforming status. The legal nonconforming status of the property ended, and current land uses for that zone are applicable to the site pursuant to HPMC Section 9-4.102. In addition, the Property Owner has not presented a project or application that would require a legal conforming entitlement.

The City Council also has the option of overturning the Planning Commission's decision and approve the Applicant's request, or to continue this item for further discussion.

The City Council's action is final unless additional facts or information that was not originally considered are presented for reconsideration within 90 days following the final date of action.

Respectfully submitted,



Ricardo Reyes
City Manager



Steve Forster
Director of Community Development

ATTACHMENTS

Exhibit A: Planning Commission Case No. 2024-01 DA Staff Report
Exhibit B: Action Letter (June 26, 2024)
Exhibit C: Vicinity Plan
Exhibit D: Zoning Map
Exhibit E: Appeal Application Packet

**PLANNING COMMISSION
CASE NO. 2024-01 DA
STAFF REPORT**

EXHIBIT A



CITY OF HUNTINGTON PARK

PLANNING DIVISION AGENDA REPORT

DATE: JUNE 19, 2024

TO: CHAIRPERSON AND MEMBERS OF THE PLANNING COMMISSION

ATTN: STEVE FORSTER, DIRECTOR OF COMMUNITY DEVELOPMENT

FROM: JORDAN MARTINEZ, ASSISTANT PLANNER

SUBJECT: PLANNING COMMISSION CASE NO. 2024-01 DA
(DIRECTOR'S APPEAL)

REQUEST: A REQUEST FOR PLANNING COMMISSION TO MODIFY THE DETERMINATION OF THE COMMUNITY DEVELOPMENT DIRECTOR TO RESTORE LEGAL NONCONFORMING STATUS FOR PROPERTY LOCATED AT 2502 RANDOLPH STREET, WITHIN THE HIGH DENSITY RESIDENTIAL (R-H) ZONE.

APPLICANT: Mohill Holdings, LP
25 South Raymond Avenue, Suite 319
Alhambra, CA 91801

PROPERTY OWNER: Mohill Holdings, LP

PROPERTY OWNER'S MAILING ADDRESS: 25 South Raymond Avenue, Suite 319
Alhambra, CA 91801

PROJECT LOCATION: 2502 Randolph Street

ASSESSOR'S PARCEL NUMBER: 6320-019-012

PREVIOUS USE: Commercial

LOT SIZE: 10,600 square feet

BUILDING SIZE: 3,312 square feet

GENERAL PLAN: High Density Residential

PLANNING COMMISSION AGENDA REPORT

CASE NO. 2024-01 DA – 2502 Randolph Street

June 19, 2024

Page 2 of 6

ZONE: High Density Residential (R-H)

**SURROUNDING
LAND USES:** North: Transportation (T)/Commercial Neighborhood (C-N)
West: High Density Residential (R-H)
South: High Density Residential (R-H)
East: High Density Residential (R-H)

**MUNICIPAL CODE
APPLICABILITY OF
REQUIREMENTS FOR
DIRECTOR'S
APPEAL:**

Pursuant to Huntington Park Municipal Code (HPMC) Section 9-2.2311, any determination or action taken by the Director may only be appealed to the Planning Commission.

**REQUIRED FINDINGS
FOR A DIRECTOR'S
APPEAL:**

Following a hearing, the Planning Commission shall record its decision in writing and shall recite the findings upon which the decision is based. The Commission may approve or deny a Director's Determination Appeal Application. The decision shall contain the findings, any conditions of approval, and reporting/monitoring requirements deemed necessary to mitigate any impacts and protect the health, safety and welfare of the City.

**PROJECT
BACKGROUND:**

- ***Site Description***

The subject site is located on the southeast corner of Malabar Street and Randolph Street. The site measures approximately 10,600 square feet. The site is developed with a commercial building measuring approximately 3,312 square feet. The subject site is surrounded by residential uses to the north, west, south, and east.

ANALYSIS:

- ***Appeal***

The Applicant, Mohill Holdings, LP, is appealing the determination of the Community Development Director for legal nonconforming status and petition that the Planning

Commission modify the determination. The property at 2502 Randolph Street is currently zoned for a high-density residential use (R-H zone). However, the property was used for commercial uses – a nonconforming use. The Applicant contends that they can maintain a nonconforming status even though the current Municipal Code does not allow commercial uses in the R-H zone.

- ***Legal Nonconforming Status***

Per the Los Angeles County Assessor Portal, the existing commercial building on the site was built in 1959. During that time, zoning district development standards and allowed land uses were different than present-day. Properties that have former development standards or land uses that are different from current Municipal Code stipulations are considered legal nonconforming. Specifically, a nonconforming use is defined in HPMC Section 9-3.602 as “a use of a structure or land that was legally established and maintained prior to the adoption of this Code but which does not conform to the current provisions governing allowable uses for the zoning district in which the use is located.” The allowed land uses for the property at 2502 Randolph Street mandate residential uses along with conditionally permitted uses such as churches and low-intensity educational institutions.

- ***HPMC Article 6. Nonconforming Structures and Uses***

Article 6 of the HPMC provides for the regulation and orderly termination of legal nonconforming structures and uses in order to promote the public health, safety and general welfare and to bring such structures and uses into conformity with the goals, policies and objectives of the General Plan. The Code declares that nonconforming structures within the City are detrimental to both orderly and creative development and the general welfare of it's citizens.

Pursuant to HPMC Section 9-3.604, nonconforming structures or uses shall not be reestablished after having been abandoned or discontinued for a period of six months, or as determined by the Director. The discontinuance or abandonment of the active and continuous operation or occupation of the nonconforming use, or a part or portion thereof is understood and considered to be an

abandonment of the nonconforming use, regardless of any reservation of an intent not to abandon or of an intent to resume active operations. If abandonment is evidenced by no business receipts/records available to provide evidence that the use was in continual operation, the abandonment shall be considered to be completed within a period of less than six months and all rights to reestablish or continue the nonconforming use shall terminate.

The property had three (3) business licenses (Mesa's Towing Service, LA Auto Center Transmission, and Escobar Transmission Only). The property did not possess any active City of Huntington Park Business Licenses at the time the City provided a Cease-and-Desist Letter in January 2024.

The last active business license at the property (LA Auto Center Transmission) expired on June 30, 2023. The business's failure to renew its business license and not provide the City with any business receipts/records to provide as evidence that the use was in continual operation demonstrates abandonment of use. Records show that LA Auto Center paid their last business license renewal on June 29, 2022, which gave them an active business license status for another calendar year (until 2023).

A business license is needed to conduct business within the City. This license is issued after a business has complied with applicable local, state, and federal requirements and has paid the annual gross receipts tax and other applicable fees. Again, by not having an active business license, the businesses at the site had no way to provide any receipts/records to the City to provide evidence that the use was in continual operation. As such, the nonconforming use at the site could not revert to its legal nonconforming status.

- ***Applicant Appeal Justification***

The Applicant contests that the property should remain a nonconforming use/structure because it was not abandoned or discontinued, and notice was not properly given. As previously discussed, discontinuance or abandonment of the active and continuous operation or occupation of the nonconforming use, or a part or portion

thereof is understood and considered to be an abandonment of the nonconforming use. Again, the property had three (3) business licenses: Mesa's Towing Service, LA Auto Center Transmission, and Escobar Transmission Only. Mesa's Towing Service's business license expired on April 30, 2009. Escobar Transmission Only's business license expired on July 31, 2020. LA Auto Center Transmission had their business license expire June 30, 2023. The negligence of not renewing any business licenses for a period of over six months has rendered the use abandoned. Evidently, having part of the legal nonconforming use abandoned through Mesa's Towing Service and/or LA Auto Center Transmission expired business licenses renders the use abandoned per Title 9, Article 6 of the HPMC. Furthermore, if abandonment is evidenced by no business receipts/records available to provide evidence that the use was in continual operation, the abandonment shall be considered to be completed within a period of less than six months and all rights to reestablish or continue the nonconforming use shall terminate. Again, the abandonment of use was clear since Mohill (Property Owner) and the businesses at the site failed to maintain an active business license.

The Applicant contends that the tenant's (businesses) "alleged" failure to renew a business license should not be imputed to the property owner as an intent to abandon. Records show that no business license was active at the site at the time the City sent a Cease-and-Desist letter (January 10, 2024). It is also incumbent on the property owner to know what is going on with their property. As a property owner, it is their responsibility to manage the affairs of their property.

Additionally, the Applicant requests a determination that the property may continue to operate as a non-conforming use/structure. Yet, they fail to state for what land use. The Planning Commission or Municipal Code cannot grant a nonconforming use for land use that is not even defined. Again, there is no merit to such a request.

- ***Director's Appeal Findings***

In granting a Director Appeal to allow for a modification to the Director's determination, the Planning Commission must make findings in connection with the petition for the

Director's Appeal, as set forth in the HPMC. As previously discussed, there is no basis that supports the property to maintain a nonconforming status. The Applicant clearly abandoned the use since the property owner and the businesses at the site failed to maintain an active business license. Consequently, the legal non-conforming status of the property ended, and current land uses for that zone are applicable to the site pursuant to HPMC Section 9-4.102.

CONCLUSION:

Failure to maintain an active business license indicates that the site had no way to provide any receipts/records to the City to provide as evidence that the use was in continual operation. As such, the nonconforming use could not revert to its legal nonconforming status. However, the Planning Commission may approve or deny the request.

RECOMMENDATION:

Based on the evidence presented, it is the recommendation of Planning Division Staff that the Planning Commission **deny Case No. 2024-01 DA.**

EXHIBITS:

- A: Vicinity Map
- B: Cease and Desist Business Operation Letter
- C: Site Photographs
- D: Director's Appeal Application Packet

**ACTION LETTER
(JUNE 26, 2024)**

EXHIBIT B



Community Development Department

June 26, 2024

Mohill Holdings, LP
25 South Raymond Avenue, Suite 319
Alhambra, CA 91801

**Re: Planning Commission Case No. 2024-01 DA
2502 Randolph Street, Huntington Park, CA 90255**

Dear Mohill Holdings, LP:

At a Regular Meeting held on June 19, 2024, the Huntington Park Planning Commission held a public hearing on your request for Planning Commission to modify the determination of the Community Development Director to restore legal nonconforming status for property located at 2502 Randolph Street, within the High Density Residential (R-H) zone.

After conducting the public hearing, the Planning Commission deliberated and voted to deny the Director's Appeal request. Pursuant to HPMC Section 9-2.2311, any action taken by the Commission; to approve or disapprove an application may be appealed to the Council. Please be advised that the Planning Commission's decision can be appealed in the office of the City Clerk within fifteen (15) days after the date of the notice of decision in accordance with HPMC Section 9-2.2312.

If you are not moving forward with the appeal, please be advised that your property at 2502 Randolph Street shall abide to R-H zone land use and development standards, since legal nonconforming status is no longer applicable at said address.

If you have any questions or need assistance, please feel free to contact me via email JMartinez@hpca.gov or by phone at (323) 584-6283.

Sincerely,


Jordan Martinez
Assistant Planner

VICINITY MAP

EXHIBIT C

Vicinity Map

2502 Randolph Street



ZONING MAP

EXHIBIT D

Zoning Map

Legend

📍 2502 Randolph St



APPEAL APPLICATION PACKET

EXHIBIT E



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@hpca.gov

RECEIVED
JUL 01 2024
BY: NME 10:43 am
APPEAL APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ Case No.: _____ Fee/Receipt No.: \$1,299.00 Initials: _____

Note to the appellant: Pursuant to the Huntington Park Municipal Code, Title 9 Chapter 2 Article 23, appeals may be filed with the Office of the City Clerk on this form within fifteen (15) days following the date of an action. Appeals shall be accompanied by a filing fee, which is indicated above.

TYPE OF APPEAL REQUESTED

- ☐ An appeal to the Planning Commission of an administrative action or determination.
☒ An Appeal to the City Council of a Planning Commission action or determination.

Which was taken on the 19th day of June, 20 24

Property Address: 2502 Randolph St, Huntington Park, CA 90255

Case No: 2024-01

APPELLANT'S INFORMATION

Appellant(s): Mohill Holdings, LP

Organization (if representing): _____

Mailing Address: 25 South Raymond Ave, Suite 319, Alhambra, CA 91801

Phone 1: 213-241-2019

Phone 2: 626-940-5939

email: pmchugh805@gmail.com

REASON FOR APPEAL (Attach additional sheets if necessary):

Specific action or decision which is being appealed:

Please see Attachment to Appeal Application

The action or decision is being appealed for the following reason(s):

Please see Attachment to Appeal Application

Specific ground for the appeal, and the relief requested is as follows:

Please see Attachment to Appeal Application

CERTIFICATE AND AFFIDAVIT OF APPELLANT: I/We, appellant(s) of the case involved in this application, do hereby declare and say that I/we have prepared the foregoing appeal and that the statements and information contained therein are in all respects true and correct to the best of my/our knowledge and belief, and that said information, so far as I am/we are aware, is complete and represents all of the evidence and opinion that bears on the case and refers to no facts or evidence not introduced previously.

Signature: 

Date: June 28, 2024

Print Name: Zachary D. Schorr

Relationship to Subject Appeal:

- ☐ Property Owner
- ☐ Business Owner
- ☐ Resident
- ☒ Other

REASON FOR APPEAL

Specific action or decision which is being appealed:

On January 10, 2024, the City of Huntington Park Code Enforcement sent a Cease and Desist Business Operations letter to McHugh Frank Trust McHugh Family Trust (the "Letter") related to real property located at 2502 Randolph Street, Huntington Park ("2502 Randolph St" or the "Property"). For a long time, the City of Huntington Park (the "City") has permitted business operations to operate on the Property as legal non-conforming status. However, in the Letter, the City stated that the Property must revert to Residential High Density ("RHD") status because the business licenses on file for the Property have expired.

On or about February 8, 2024, Mohill Holdings, LP ("Mohill"), the owner of the Property, submitted an appeal application to the Planning Commission (the "Commission") regarding the City's notice of reversion of the property to RHD status. In connection with Mohill's appeal to the Commission, Mohill notified the City that, *inter alia*, despite the City requirement in Section 9-3.605 of the City of Huntington Park Municipal Code ("HPMC") that the notice be sent to the owner of record, the City incorrectly sent its notice to a prior owner. Based thereon, Mohill objected to the City's notice on the grounds that any notice period running from the notice is defective based on the City's failure to notify the true owner.

On June 19, 2024, the Commission held a hearing regarding Mohill's appeal of the City's notice of reversion of the property to RHD status. At the conclusion of that hearing, the Commission denied the appeal. Mohill has yet to receive any written order or decision regarding the same. Notably, at the hearing, the City raised, for the first time, certain issues that allegedly arose in 2009 that it had not previously raised. In other words, Mohill did not have sufficient notice and an opportunity to prepare for and be heard on those issues, which constitutes a violation of Mohill's due process rights. For this and the other reasons detailed below, Mohill seeks to appeal the Commission's decision at the June 19, 2024 hearing denying Mohill's appeal.

The action or decision is being appealed for the following reasons:

First, the City failed to comply with the HPMC's notice requirements for giving notice of abandonment or discontinued nonconforming use of a structure.

Second, the Property's non-conforming use was not abandoned or discontinued by its owner merely because the tenant of the Property failed to maintain a business license, as the City contends, especially when there was continual operation of the nonconforming use until shortly after the Letter. It is important to note that nowhere in the HPMC does it mention that the failure to maintain the business license equals abandonment. Failing to renew a business license is simply not the same as not having "business receipts/records available to provide evidence that the use was in continual operation", which is what Section 9.3-604(1) of the HPMC actually requires to show abandonment.

Third, at the June 19, 2024 hearing, the City raised, for the first time, alleged issues that arose in 2009 regarding the use of the Property. Mohill did not have sufficient notice and an opportunity to prepare for and respond to those issues, which was a violation of its due process rights.

Specific ground for the appeal, and the relief requested is as follows:

I. The Property Should Remain a Non-Conforming Use/Structure Because It Was Not Abandoned or Discontinued And Notice Was Not Properly Given

Pursuant to Section 9-3.602(2) of the HPMC, nonconforming use is defined as:

A use of a structure or land that was legally established and maintained prior to the adoption of this Code but which does not conform to the current provisions governing allowable uses for the zoning district in which the use is located.

A nonconforming use can, depending on the circumstances, be cancelled if it has “been abandoned or discontinued for a period of six months, or as determined by the Director.” (HPMC § 9-3.604(1).) Under those circumstances, such a “discontinuance shall cause the structure or use to be deemed to have ceased and the structure or use shall not be reinstated or further continued in compliance with Section 9-3.605...” (*Id.*) Generally, “abandonment of a nonconforming use ordinarily depends upon a concurrence of two factors: (1) An intention to abandon; and (2) an overt act, or failure to act, which carries the implication the owner does not claim or retain any interest in the right to the nonconforming use.” (8A McQuillin, [*supra*], § 25.192; 1 Anderson, American Law of Zoning, § 6.58.)

Here, at all relevant times, Mohill (the actual owner) has never abandoned or discontinued its nonconforming use of the Property, nor has it exhibited any intention to abandon the nonconforming structure/use. Specifically, until shortly after the Letter, the Property was being continuously operated consistent with its historical nonconforming use. In fact, there are business receipts and records available to confirm the same. Further, the structures on the Property remain consistent with the nonconforming use. Moreover, until shortly after the letter, there was machinery, furniture, equipment and other components consistent with the historical nonconforming use of the Property. Therefore, since Mohill has not exhibited any signs of abandonment of the nonconforming structure/use at all relevant times, its use cannot be considered abandoned under Section 9-3.604(1) of the HPMC.

Furthermore, the tenant’s alleged failure to renew a business license, something Mohill was not even aware of, should not be used to mean that Mohill, as the owner, had an intent to abandon the nonconforming use. Nothing in the code equates a *business* who continues to operate but fails to renew its license as some sort of intent by the *owner* to abandon nonconforming use. In fact, nothing in the code provides that the failure to maintain a business license, in and of itself, equates to abandonment of the nonconforming use. Rather, the code provides that abandonment is evidenced by: (1) “the actual removal of structures, machinery, furniture, equipment or other components of the nonconforming structure or use”; or (2) “where there are no business receipts/records available to provide evidence that the use was in continual operation.” (HPMC § 9-3.604.) Here, when the City inspected the Property before issuing the January 10, 2024 letter,

the City would have observed machinery and equipment at the Property indicating that the tenant business was using the Property for auto work, *i.e.* that there had not been an abandonment of the historical nonconforming use.

Based thereon, it is clear that Mohill intended to continue operating its nonconforming structure/use at the Property. However, it had no knowledge that its tenant may have failed to renew its business license since the tenant indisputably continued its business operations. Therefore, the City should not treat Mohill's tenant's failure to renew its business license as Mohill's intent to abandon the nonconforming use/structure, especially since: (1) Mohill was not even aware the license allegedly expired; and (2) the City does not have any procedure or system in place to notify property owners when their lessee and/or occupant's business license is about to expire or has expired.

Moreover, until Mohill was forced to ask their tenant to vacate because of the January 10, 2024 Letter, the business had been in constant operation, with business receipts and the presence of trade equipment to confirm the same. Accordingly, there is nothing in the record to suggest that Mohill ever intended to abandon or has abandoned non-conforming use for a period of 6 months. We have real concerns that if the City wrongly determines there has been an abandonment, this incorrect determination will lead to years of litigation, including but not limited to an inverse condemnation taking claim.

II. The Property Should Remain a Non-Conforming Use/Structure Because Notice Was Not Properly Given

Pursuant to Section 9-3.605 of the HMPC, if the City determines a nonconforming use has been abandoned, the Director must issue a notice of discontinuance or abandonment. The notice of discontinuance or abandonment must be sent "by certified mail, return receipt requested, to the owner as shown on the current tax assessor's rolls, and shall cause the property to be posted with a similar notice." (HPMC § 9-3.605.) Section 9-3.605 of the HMPC further requires that "[t]he notice shall provide the dates used in determining the six month period of discontinuance or abandonment and shall indicate that all rights to reestablish the nonconforming structure or use are hereby terminated." (*Id.*)

Here, the City failed to give Mohill proper notice of discontinuance or abandonment of a nonconforming structure/use. First, the City did not send notice of abandonment or discontinuance to the owner of the Property as shown on the current tax assessor's rolls. "Mohill Holdings, LP" has owned the Property since December 2021. However, the City sent notice to "McHugh Frank Trust McHugh Family Trust." Thus, notice was not properly given to the property owner, *i.e.* Mohill Holdings, LP. Second, even if the City had sent the notice to the correct party, which it did not, the City failed to indicate in the notice the dates used to determine a six-month period of discontinuance of abandonment of non-conforming use as expressly required by Section 9-3.605 of the HMPC. Third, the defective notice did not state that "all rights to reestablish the nonconforming structure of use are hereby terminated", which is another requirement the City failed to comply with.

III. The City Unfairly Raised New Arguments at the June 19, 2024 Hearing regarding Events that Allegedly Occurred in 2009 that Unduly Prejudiced Mohill

During the June 19, 2024 hearing, the City raised, for the first time, certain issues that allegedly transpired in 2009. Specifically, the City claimed that in 2009, there were three (3) business licenses related to the Property, including, but not limited to, a business license to operate a tow truck company. The City then claimed that the tow truck business license lapsed and that because it was not renewed, all non-conforming use was abandoned. Since the City sprung this completely new argument on Mohill at the hearing, Mohill did not have an opportunity to consider or investigate these claims, which unduly prejudiced its appeal and constitutes a violation of Mohill's due process rights. Mohill should be given sufficient time to investigate this new claim and also have notice and an opportunity to be heard on these alleged issues.

IV. Relief Requested

Based on the foregoing, Mohill seeks a determination that it did not abandon or discontinue the nonconforming use of the Property as set forth in Section 9-3.604(1) of the HPMC. As discussed above, nothing in the HPMC states that a tenant's failure to renew a business license means there has been an abandonment of the nonconforming use, as the City is trying to argue. Not renewing a business license is simply not the same as not having "business receipts/records available to provide evidence that the use was in continual operation", especially when there was physical evidence of the business operations at the Property and other business records and receipts showing the same.

Accordingly, Mohill requests the Council to overturn the Commission's decision and determine that the Property may continue to operate as a non-conforming use/structure because the owner did not abandon or discontinue use.

CITY OF HUNTINGTON PARK
*** CUSTOMER RECEIPT ***

Batch ID: HNTGMXV2 7/01/24 01 Receipt no: 85

Type	SvcCd	Description	Amount
MS		MISCELLANEOUS	
	Qty	1.00	\$1299.00

APPEAL APPLICATION-MOHILL

Tender detail

CK Ref#:	747	\$1299.00
Total tendered:		\$1299.00
Total payment:		\$1299.00

Trans date: 7/01/24 Time: 11:25:46

*** THANK YOU FOR YOUR PAYMENT ***

ATTACHMENT 1

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
APPROVING FINAL PARCEL MAP NO. 84377 FOR PROERTY LOCATED AT 2501-
2533 EAST 56TH STREET.**

WHEREAS, the City Engineer has reviewed Final Parcel Map No. 84377 and has found it to be both accurate and substantially in conformance with the Subdivision Map Act and the Huntington Park Municipal Code; and

WHEREAS, the Applicant, NP 56th Street, LLC, acquired the subject site for the purposes of developing a warehouse with parking facility; and

WHEREAS, pursuant to California Subdivision Map Act and Huntington Park Municipal Code (HPMC) Sections 10-3.104 and 10-5.107, all final maps shall be approved by the City Council; and

WHEREAS, Final Parcel Map No. 84377 was presented to City Council for review and approval on August 20, 2024.

**NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK
DOES HEREBY RESOLVE AS FOLLOWS:**

SECTION 1: The City Council hereby finds that Final Parcel Map No. 84377 meets all the requirements of the Huntington Park Municipal Code and California Subdivision Map Act.

SECTION 2: The City Council further finds that Final Parcel Map No. 84377 is consistent with the Huntington Park General Plan.

SECTION 3: The City Council hereby approves and adopts Final Parcel Map No. 84377 and does order said map to be filed with the Los Angeles County Recorder's Office.

SECTION 4: The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED by the City of Huntington Park this 20th day of August 2024.

Karina Macias, Mayor

ATTEST:

Eduardo Sarmiento, City Clerk