SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION AT MEETINGS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA (WRD)

The President of the United States and the Governor of California have both declared a State of Emergency as a result of the threat of the novel coronavirus COVID-19. The Governor issued Executive Order N-33-20 which orders all individuals to stay at home, and also Orders N-25-20 and N-29-20 which direct Californians to cancel all large gatherings and allows for teleconferencing of public meetings. Additionally, the County of Los Angeles Department of Public Health issued a Safer At Home Order on April 10, 2020 prohibiting public gatherings or events of any size, and on May 13, 2020 extended the order indefinitely.

To that end, no members of the public will be allowed to attend in-person meetings, including this meeting. Instead, members of the public may teleconference by calling toll free (800) 309-2350 and pressing 9215521# for the Conference ID. You will be able to listen to the meeting, but in order to speak and provide Public Comment, you will need to press Star 5 (*5) on your phone at which time you will be placed in the queue for the eventual opportunity to be un-muted and speak. Consistent with Section 6.2 of the District Administrative Code, speakers will be limited to three minutes. You may also provide your public comments via email to board@wrd.org up to one hour before the meeting is scheduled to begin.

Each item on the agenda, no matter how described, shall be deemed to include any appropriate motion, whether to adopt a minute motion, resolution, payment of any bill, approval of any matter or action, or any other action. Items listed as "For information" or "For discussion" may also be the subject of an "action" taken by the Board or a Committee at the same meeting.

1. DETERMINATION OF A QUORUM

2. PLEDGE OF ALLEGIANCE

3. INVOCATION

4. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3
   To make a Public Comment, press Star (*5) on your phone to be recognized, and when un-muted please announce your name and affiliation. All comments are limited to three minutes consistent with the provisions of the District Administrative Code.
5. ADDITIONAL ITEMS TO THE AGENDA
Determine the need to add items to the agenda. In order for the Board to add an item to the agenda it must make a determination that: (i) The item came to the attention of the Board after the posting of the agenda; (ii) That there is a need for immediate action to be taken by the Board. If these two tests are met, the Board may add the item in question to the agenda for consideration consistent with the provisions of the Brown Act.

6. CONSENT CALENDAR

6A. APPROVE THE MINUTES OF MAY 21, 2020 BOARD OF DIRECTORS MEETING
   **Staff Recommendation:** Staff recommends that the Board of Directors approve the minutes of the May 21, 2020 Board of Directors Meeting as submitted.

6B. AUTHORIZE PURCHASE OF BUDGETED GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOFTWARE LICENSES AND TRAINING FROM ESRI FOR FY 2020-21
   **Administrative Committee Recommendation:** The Administrative Committee recommends that the Board of Directors authorize staff to purchase the GIS software licenses and services ($12,000) and training to be scheduled in FY 2020-21 ($5,000) from Esri for a total amount not to exceed $17,000.

7. EXECUTE A LETTER AGREEMENT WITH THE SANITATION DISTRICTS OF LOS ANGELES COUNTY FOR A TIME EXTENSION ON THE USE OF WRD’S RECYCLED WATER ALLOTMENT AT THE LOS COYOTES WATER RECLAMATION PLANT
   **Water Resources Committee Recommendation:** The Water Resources Committee recommends that the Board of Directors authorize the General Manager to execute a letter agreement with the Sanitation Districts of Los Angeles County for a time extension on the use of WRD’s Recycled Water Allotment at the Los Coyotes Water Reclamation Plant.

8. MEMORANDUM OF UNDERSTANDING CONCERNING DEVELOPMENT OF A JOINT POWERS AUTHORITY FOR JOINT REPLENISHMENT FACILITY OPERATIONS BY AND BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE WATER REPLENISHMENT DISTRICT
   **Water Resources Committee Recommendation:** The Water Resources Committee recommends that the Board of Directors approve a Memorandum of Understanding concerning development of a Joint Powers Authority for Joint Replenishment Facility Operations by and between the Los Angeles County Flood Control District and the Water Replenishment District.
9. REQUEST TO ISSUE A PURCHASE ORDER TO CDWG FOR BUDGETED INFORMATION TECHNOLOGY PURCHASES FOR FY 2020-21
Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors authorize staff to issue a purchase order to CDWG for IT purchases for an amount not to exceed $250,000.

10. ADOPT RESOLUTION NO. 20-1132 NEGOTIATED TAX EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF L 043-2019
Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors adopt Resolution No. 20-1132, subject to approval as to form by District Counsel, approving and accepting the negotiated tax exchange of property tax revenues resulting from annexation of L 043-2019 to County Lighting Maintenance District 1687.

11. ADOPT RESOLUTION 20-1133 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO PERMIT THE REGISTRAR-RECORDER/COUNTY CLERK TO RENDER ELECTION SERVICES FOR AN ELECTION
Administrative Committee Recommendation: The Administrative Committee recommends that the Board of Directors adopt Resolution No. 20-1133 subject to approval as to form by District Counsel, requesting the Board of Supervisors of the County of Los Angeles to permit the Registrar-Recorder/County Clerk to render election services for the November 3, 2020 Election.

12. CLARIFICATION OF FINANCE/AUDIT COMMITTEE RECOMMENDATION ON WRD HIRING FREEZE
Recommendation: For discussion and possible action.

13. DISTRICT COUNSEL’S REPORT

14. AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS
15. **WRD BOARD MEETING DATES**

15A. Thursday, June 18, 2020 - 11:00 AM - Regular Board of Directors Meeting

15B. Thursday, July 2, 2020 - 11:00 AM – Regular Board of Directors Meeting

15C. Thursday, July 16, 2020 - 11:00 AM - Regular Board of Directors Meeting

15D. Thursday, August 6, 2020 - 11:00 AM - Regular Board of Directors Meeting

16. **CLOSED SESSION**

16A. Conference With Legal Counsel - Anticipated Litigation, Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9 (Two Potential Cases)

16B. Public Employee appointment pursuant to Govt. Code 54957: Position: Senior Government Affairs Representative

17. **CLOSED SESSION REPORT**

18. **ADJOURNMENT**

The Board will adjourn to the next Board of Directors meeting currently scheduled for Thursday, June 18, 2020, at 11:00 AM.

In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Deputy Secretary at (562) 921-5521 for assistance to enable the District to make reasonable accommodations.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 4040 Paramount Boulevard, Lakewood, California 90712.

Agendas are available at the District’s website, [www.wrd.org](http://www.wrd.org).

EXHAUSTION OF ADMINISTRATIVE REMEDIES – If you challenge a District action in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the Deputy Secretary at, or prior to, the public hearing. Any written correspondence delivered to the District office before the District’s final action on a matter will become a part of the administrative record.
MEMORANDUM
ITEM NO. 6A

DATE: JUNE 4, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: APPROVE THE MINUTES OF MAY 21, 2020 BOARD OF DIRECTORS MEETING

SUMMARY
A meeting of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, May 21, 2020 at 11:10 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

FISCAL IMPACT
None

STAFF RECOMMENDATION
Staff recommends that the Board of Directors approve the minutes of the May 21, 2020 Board of Directors Meeting as submitted.
A meeting of the Board of Directors of the Water Replenishment District of Southern California was held on Thursday, May 21, 2020 at 11:10 AM at the District Office, 4040 Paramount Boulevard, Lakewood, California 90712. President Vera Robles-DeWitt called the meeting to order and presided thereafter.

1. **DETERMINATION OF A QUORUM**
   
   Quorum Present: Yes

   Meeting Attendees: Excused or Late Arrival

   **Time:**
   - President DeWitt__________________ PRESENT
   - Director Calderon_________________ PRESENT (Via Phone)
   - Director Allen _______________ PRESENT
   - Director Katherman ________________ PRESENT (Via Phone)
   - Director Murray___________________ PRESENT (Via Phone)

2. **PLEDGE OF ALLEGIANCE**
   
   President DeWitt led the Pledge of Allegiance.

3. **INVOCATION**
   
   Director Allen gave the Invocation.

4. **PUBLIC COMMENT**
   
   Pursuant to Government Code Section 54954.3
   
   None

5. **ADDITIONAL ITEMS TO THE AGENDA**
   
   None

6. **CONSENT CALENDAR**

6A. **APPROVE THE MINUTES OF MAY 7, 2020 BOARD OF DIRECTORS MEETING**

   **Staff Recommendation:** Staff recommends that the Board of Directors approve the minutes of the May 7, 2020 Board of Directors Meeting as submitted.

6B. **FINANCIAL STATEMENTS - MARCH 2020**

   **Finance / Audit Committee Recommendation:** The Finance/Audit Committee recommends that the Board of Directors approve the financial statements for March 2020.
6C. **AUTHORIZATION TO PAY FOR NEWSLETTER MAILING WITH KBC MAILING SERVICES, INC.**

*External Affairs Committee Recommendation:* The External Affairs Committee recommends that the Board of Directors authorize payment to KBC Mailing in an amount not to exceed $11,280.

6D. **AUTHORIZATION TO PAY FOR NEWSLETTER PRINTING WITH CONTINENTAL COLORCRAFT**

*External Affairs Committee Recommendation:* The External Affairs Committee recommends that the Board of Directors authorize payment to Continental Colorcraft printing in an amount not to exceed $24,858.

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<th>Murray</th>
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<td>Katherman</td>
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<td>Discussion:</td>
<td>None</td>
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<tr>
<td>Vote:</td>
<td>DeWitt, Yes; Katherman, Yes Allen, Yes; Murray; Calderon, Yes</td>
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<td>Result:</td>
<td>Consent Calendar Passed 5-0</td>
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7. **APPROVAL OF BUDGET APPROPRIATION AND CHANGE ORDER NO. 4 AND NO. 5 WITH CARBON ACTIVATED CORPORATION FOR THE SAFE DRINKING WATER LYNWOOD PROJECT**

*Groundwater Quality Committee Recommendation:* The Groundwater Quality Committee recommends the Board of Directors approve a budget appropriation to increase contingency funds by an additional amount of $65,600 for Change Orders No. 4 and No. 5 and to address unforeseen construction-related issues for the SDW Lynwood Treatment Project.

General Magner Robb Whitaker provided a brief opening on the item before introducing Manager of Engineering Eric Owens to further discuss the item at the request of the Board. Associate Engineer Charlene King expanded.

Discussion followed.

President DeWitt asked if additional changes were anticipated down the road.

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<tr>
<td>Discussion:</td>
<td>None</td>
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<tr>
<td>Vote:</td>
<td>DeWitt, Yes; Katherman, Yes Allen, Yes; Murray; Calderon, Yes</td>
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<td>Result:</td>
<td>Item 7 Passed 5-0</td>
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8. AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH BUTIER ENGINEERING FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

Capital Improvement Projects Committee Recommendation: The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with Butier Engineering for on-call construction management services for an amount not to exceed $500,000.

9. AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH AKM CONSULTING ENGINEERS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

Capital Improvement Projects Committee Recommendation: The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with AKM Consulting Engineers for on-call construction management services for an amount not to exceed $500,000.

10. AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH MWH CONSTRUCTORS FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES

Capital Improvement Projects Committee Recommendation: The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with MWH Constructors for on-call construction management services for an amount not to exceed $500,000.

At the request of the Board President items 8, 9, and 10 were taken together.

General Magner Robb Whitaker provided a brief opening on the item before introducing Mr. Owens who further discussed the item at the request of the Board. Mr. Owens stipulated that no money will be spent unless services are rendered. These services are for an on-call basis. Discussion followed.

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<th>First:</th>
<th>Katherman</th>
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<td>Murray</td>
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<tr>
<td>Discussion:</td>
<td>None</td>
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<tr>
<td>Vote:</td>
<td>DeWitt, Yes; Katherman, Yes Allen, Yes; Murray; Calderon, Yes</td>
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<tr>
<td>Result:</td>
<td>Items 8, 9, and 10 Passed 5-0</td>
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</tbody>
</table>
11. **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH MKN & ASSOCIATES FOR ON-CALL ENGINEERING SERVICES**  
*Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with MKN & Associates for on-call engineering services for an amount not to exceed $600,000.

12. **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH AKM CONSULTING ENGINEERS FOR ON-CALL ENGINEERING SERVICES**  
*Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with AKM Consulting Engineers for on-call engineering services for an amount not to exceed $600,000.

13. **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH TETRA TECH FOR ON-CALL ENGINEERING SERVICES**  
*Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with Tetra Tech for on-call engineering services for an amount not to exceed $600,000.

14. **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER FOR ON-CALL ENGINEERING SERVICES**  
*Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with Hazen and Sawyer for on-call engineering services for an amount not to exceed $600,000.
15. **AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH JACOBS ENGINEERING GROUP FOR ON-CALL ENGINEERING SERVICES**

*Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into a professional services agreement, subject to approval as to form by District Counsel, with Jacobs Engineering Group for on-call engineering services for an amount not to exceed $600,000.

At the request of the President Board items 11 through 15 were taken together.

General Magner Robb Whitaker provided a brief opening on the items before introducing Mr. Owens to further discuss the items at the request of the Board. Mr. Owens acknowledged Engineer Jessica Koop and Project Administrator Melody Wu for their work on each of these contracts. Mr. Owens also stated that no money will be expensed unless authorized. Discussion followed.

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<td>Second:</td>
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<td>Discussion:</td>
<td>None</td>
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<td>Vote:</td>
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<td>Result:</td>
<td>Items 11, 12, 13, 14, and 15 Passed 4-0</td>
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16. **AWARD OF GENERAL SERVICES AGREEMENTS FOR ON-CALL MECHANICAL MAINTENANCE SUPPORT SERVICES**

*Capital Improvement Projects Committee Recommendation:* The Capital Improvement Projects Committee recommends that the Board of Directors enter into general services agreements, subject to approval as to form by District Counsel, with J.R. Filanc Construction Company, Inc. and Jamison Engineering Contractors Inc. for on-call mechanical maintenance support services for an amount not to exceed $150,000 per firm for three (3) years.

Mr. Owens provided a brief overview on item. Discussion followed.

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<td>Second:</td>
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<td>Discussion:</td>
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<td>Vote:</td>
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<td>Result:</td>
<td>Item 16 Passed 5-0</td>
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17. **AWARD OF GENERAL SERVICES AGREEMENTS FOR ON-CALL**
INSTRUMENTATION AND ELECTRICAL MAINTENANCE SUPPORT SERVICES

Capital Improvement Projects Committee Recommendation: The Capital Improvement Projects Committee recommends that the Board of Directors enter into general services agreements, subject to approval as to form by District Counsel, with Baker Electric, Inc. and Leed Electric Inc. for on-call instrumentation and electric maintenance support services for an amount not to exceed $150,000 per firm for three (3) years.

Mr. Owens provided a brief overview on the item. Mr. Owens stated that it took quite some time to get these contracts completed. He also added that due to the on-call nature of these contracts, no money will be spent unless services are rendered. Discussion followed.

First: Katherman  
Second: Murray  
Discussion: None  
Vote: DeWitt, Yes; Katherman, Yes Allen, Yes; Murray; Calderon, Yes  
Result: Item 17 Passed 5-0

18. DISTRICT COUNSEL’S REPORT

Nothing to report.

19. GENERAL MANAGER’S REPORT

Refer to written report.

Mr. Whitaker provided President DeWitt and the Board with a couple of updates. The District’s resolutions are now available on the District website. Also, Mr. Whitaker provided an overview on EPA on PFAS and on the oil company settlement regarding MTVE, per President DeWitt and Director Calderon’s request. Mr. Whitaker introduced Manager of Hydrogeology Brian Partington who elaborated further.

Mr. Partington stated that EPA announced that it will not impose any limits on Perchloride and that Perchloride regulations continue to increase in California. Discussion followed.

This item was presented for information only.

20. AB 1234 COMPLIANCE REPORTS AND DIRECTOR’S REPORTS

All Directors will submit their reports in writing.
21. WRD BOARD MEETING DATES

21A. Thursday, June 4, 2020 - 11:00 AM - Regular Board of Directors Meeting

21B. Thursday, June 18, 2020 - 11:00 AM – Regular Board of Directors Meeting

21C. Thursday, July 2, 2020 - 11:00 AM - Regular Board of Directors Meeting

21D. Thursday, July 16, 2020 - 11:00 AM - Regular Board of Directors Meeting

22. CLOSED SESSION

22A. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two (2) Matters

22B. Public Employee appointment pursuant to Govt. Code 54957: Position: Senior Government Affairs Representative

Recessed to closed session at 11:47 AM

23. CLOSED SESSION REPORT

Reconvened at 12:28 PM

22A. Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9 (b), Two (2) Matters

No formal action taken.

22B. Public Employee appointment pursuant to Govt. Code 54957: Position: Senior Government Affairs Representative

Will be continued until next Board of Directors meeting and there will be an additional item on open session.

24. ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 12:29 PM.

Chair

ATTEST:
DATE: JUNE 4, 2020

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AUTHORIZE PURCHASE OF BUDGETED GEOGRAPHIC INFORMATION SYSTEMS (GIS) SOFTWARE LICENSES AND TRAINING FROM ESRI FOR FY 2020-21

SUMMARY
The District established its Geographic Information Systems (GIS) program in 1996 to provide mapping and spatial analysis support, including the development of web applications such as the Interactive Well Search Tool. The District uses the Esri ArcGIS software platform for their GIS program. The proposed software renewals include:

• 1 ArcGIS Desktop Advanced Concurrent License
• 3 ArcGIS Desktop Basic Concurrent License
• 1 ArcGIS Spatial Analyst for Desktop Extension License
• 1 3D Analyst for Desktop Extension License
• 1 ArcGIS Enterprise for Server Standard Up-to-Four Cores Maintenance

This is a subscription-based service that renews annually. The approved FY 2020-21 budget accounts for these licenses of GIS software and services. These licenses will be valid from July 2020 to June 2021.

Additionally, staff is requesting authorization to purchase budgeted training sessions and materials from Esri in the coming fiscal year.

FISCAL IMPACT
The total cost of the software license purchase is $10,700 with a contingency of $1,300 for a total amount not to exceed $12,000. The expected cost of training in the coming fiscal year totals an amount not to exceed $5,000. Funds are available in the Project 010 (GIS) budget.
ADMINISTRATIVE COMMITTEE RECOMMENDATION

The Administrative Committee recommends that the Board of Directors authorize staff to purchase the GIS software licenses and services ($12,000) and training to be scheduled in FY 2020-21 ($5,000) from Esri for a total amount not to exceed $17,000.
Bill to:
Rob Whitaker
Water Replenishment District of Southern California
4040 Paramount Blvd
Lakewood CA 90712-4127

Ship to:
Josie Jenneskens
Water Replenishment District of Southern California
4040 Paramount Blvd
Lakewood CA 90712-4127

For questions regarding this document, please contact Customer Service at 888-377-4575.
Terms of payment: Net Due 30 days, no discount
The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal/software-license.

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End Date: 06/30/2021

Item Subtotal: 10,700.00

Total: USD 10,700.00

FEIN: 95-2775732
DUNS/CEC: 06-313-4175  CAGE: OAMS3

Please detach lower portion and return with remittance

Remit Payment to:
Environmental Systems Research Institute, Inc.

By Check: P.O. Box 741076 Los Angeles CA 90074-1076

Electronic Instructions:
Bank: Bank of America Wire ABA: 026009593

Acct#: 1496150335 ACH ABA: 121000358

Invoice: 93814091 Document Date: 04/09/2020
Order: 3730766
Payer: 110960  Total: USD 10,700.00
MEMORANDUM
ITEM NO. 7

DATE: JUNE 4, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: EXECUTE A LETTER AGREEMENT WITH THE SANITATION DISTRICTS OF LOS ANGELES COUNTY FOR A TIME EXTENSION ON THE USE OF WRD’S RECYCLED WATER ALLOTMENT AT THE LOS COYOTES WATER RECLAMATION PLANT

SUMMARY
WRD has a 10,000 acre-foot a year allotment for recycled water from the Sanitation Districts of Los Angeles County’s (LACSD) Los Coyotes Water Reclamation Plant (LCWRP). This allotment was formalized in the Recycled Water Purchase Agreement with WRD and LACSD in 2013. To date, WRD’s LCWRP allotment has gone unutilized and per the agreement, WRD’s ability to use this allotment has now expired. WRD staff and LACSD staff have been working together to extend this term per the existing agreement term stating the ability to extend through a signed letter between both the LACSD Chief Engineer and the WRD General Manager. Both agencies have agreed to a five (5) year time extension for WRD to begin making investments to utilize this allotment and secure it into perpetuity. The allotment capacity will remain unchanged at 10,000 AFY at this point. WRD and LACSD will work together to determine if additional flow can be made available to WRD when the investments in utilizing the allotment are made. This allotment could be used for a potential back up recycled water supply to the Leo J Vander Lans (LVL) facility or a potential expansion of the facility.

FISCAL IMPACT
None

WATER RESOURCES COMMITTEE RECOMMENDATION
The Water Resource Committee recommends that the Board of Directors authorize the General Manager to execute a letter agreement with the Sanitation Districts of Los Angeles County for a time extension on the use of WRD's Recycled Water Allotment at the Los Coyotes Water Reclamation Plant.
June 1, 2020

File No. 83-01.10-00

VIA CERTIFIED MAIL

Mr. Robb Whitaker
General Manager
Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, CA 90712

Dear Mr. Whitaker:

**Extension of Leo J. Vander Lans Advanced Water Treatment Facility Recycled Water Allotment Deadlines**

The Agreement for Purchase and Sale of Recycled Water (Agreement) between Sanitation District No. 2 of Los Angeles County (District) and the Water Replenishment District of Southern California (WRD) dated July 1, 2013 provides allotments of treated wastewater from the District’s San Jose Creek, Whittier Narrows, Pomona, and Los Coyotes Water Reclamation Plants (WRPs) to WRD for multiple groundwater recharge uses.

The Agreement includes an allotment of 10,000 acre-feet per year (AFY) from the Los Coyotes WRP for use at WRD’s Leo J. Vander Lans Advanced Water Treatment Facility (LVL AWTF) for advanced treatment and use at the Alamitos Seawater Intrusion Barrier (LVL Allotment). The Agreement contains provisions (in Section 6.3.A) that subject the LVL Allotment to WRD meeting certain project milestones to enable use of recycled water from the Los Coyotes WRP at the LVL AWTF. The Agreement specifies dates by which WRD must award the contracts necessary to construct treatment and conveyance facilities needed to utilize the full LVL Allotment, and dates by which WRD must commence full operation of the expanded facility, or the LVL Allotment would be eliminated. The Agreement also states (in Section 6.6.B.iv) that the LVL Allotment will be adjusted every five years beginning five years after the commencement of full operation of the expanded facility, or five years after the deadline for commencement of full operation of the expanded facility in Section 6.3.A.

The Agreement provides that these time frames may be extended by mutual agreement of the District’s Chief Engineer and the General Manager of WRD. Although WRD did not award the contracts to construct the conveyance facilities necessary to utilize the LVL Allotment by the deadlines in the Agreement, WRD did expand the capacity of the LVL ATF from 3 Million Gallons per Day (MGD) to 8 MGD, which is adequate to utilize the full LVL Allotment. WRD has expressed interest in using the LVL Allotment in the future for its intended purposes, which are seawater intrusion abatement, replenishment of the groundwater basin, and regional water resiliency through groundwater storage. This use would be beneficial to regional water supplies and is consistent with the District’s commitment to maximizing recycled water use. As such, the District proposes extending the deadlines in Sections 6.3.A and 6.6.B.iv of the Agreement as follows:

1. WRD must award all the contracts necessary to construct treatment and conveyance facilities needed to utilize the full LVL Allotment by January 1, 2025 or the LVL Allotment will be eliminated, unless extended by mutual written agreement of the District’s Chief Engineer and the General Manager of WRD.
2. WRD must commence full operation of the expanded facility infrastructure by January 1, 2028 or the LVL Allotment will be eliminated, unless extended by mutual written agreement of the District’s Chief Engineer and the General Manager of WRD.

3. The LVL Allotment will be adjusted every five years according to Section 6.6.B.iv of the Agreement, beginning five years after commencement of full operation of the expanded facility infrastructure or January 1, 2028, whichever comes first.

If you have any questions or require additional information, please contact Erika Bensch at (562) 908-4288, extension 2836.

Very truly yours,

Robert C. Ferrante
Chief Engineer

The Parties to the Agreement hereby mutually agree with the extension of project deadlines for the LVL Allotment as specifically described in this letter as a Modification to the terms of the Agreement pursuant to Section 17 of the Agreement.

Signature: ___________________________ Date: ___________________________
Robert C. Ferrante
Chief Engineer and General Manager
Sanitation Districts of Los Angeles County

Signature: ___________________________ Date: ___________________________
Robb Whitaker
General Manager
Water Replenishment District of Southern California
DATE: JUNE 4, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: MEMORANDUM OF UNDERSTANDING CONCERNING DEVELOPMENT OF A JOINT POWERS AUTHORITY FOR JOINT REPLENISHMENT FACILITY OPERATIONS BY AND BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE WATER REPLENISHMENT DISTRICT

SUMMARY
WRD and the Los Angeles County Flood Control District (LACFCD) have had an over 60-year relationship regarding all replenishment infrastructure. LACFCD owns and operates the Montebello and Rio Hondo spreading grounds and all three seawater intrusion barriers within LA County. Although these facilities get water into the ground for both replenishment and flood control purposes there is a potential for our agencies to repurpose these facilities for future water resiliency in LA County. A repurposing of these facilities, cooperative operations and management along with the available storage in the groundwater basin could help both of our agencies to become more resilient.

LACFCD and WRD have been jointly working on developing a memorandum of understanding (MOU) for a future Joint Powers Authority (JPA) for both agencies to develop the future cooperative operations framework. Under this MOU LACFCD and WRD shall assign staff from each agency to work together on development of the framework for a potential Joint Power Authority (JPA) for Resiliency Facilities. Once the potential framework has been developed it will be brought before the WRD Board of Directors and LA County Board of Supervisors for approval and adoption. WRD staff anticipates this JPA development effort under the MOU to be complete by the end of 2020.

FISCAL IMPACT
None
WATER RESOURCES COMMITTEE RECOMMENDATION

The Water Resources Committee recommends that the Board of Directors approve the memorandum of understanding concerning development of a Joint Powers Authority for Joint Replenishment Facility Operations by and between the Los Angeles County Flood Control District and the Water Replenishment District.
MEMORANDUM OF UNDERSTANDING CONCERNING DEVELOPMENT OF A JOINT POWERS AUTHORITY FOR JOINT REPLENISHMENT FACILITY OPERATIONS BY AND BETWEEN THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AND THE WATER REPLENISHMENT DISTRICT

This Memorandum of Understanding is entered as of DATE XX, 2020 by and among Los Angeles County Flood Control District (hereafter “LACFCDFCD”) and Water Replenishment District of Southern California (hereafter “WRD”) or together as (“Parties”).

RECITALS

WHEREAS, the statutory objectives of the LACFCD are to provide for flood protection and water conservation within its boundaries; and

WHEREAS, LACFCD plans to prepare their region for the effects of a changing climate, including recurring cycles of drought, wildfire, and flooding; and

WHEREAS, LACFCD is implementing new strategies to capture billions of gallons of additional stormwater, increase sustainable water supplies, and leverage partnerships to optimize regional operations and maintenance of infrastructure; and

WHEREAS, LACFCD owns and operates several water conservation facilities within the WRD service area including the Rio Hondo and San Gabriel River Coastal Spreading Grounds, Alamitos Gap Barrier, Dominguez Gap Barrier and the West Coast Seawater Intrusion Barrier; and

WHEREAS, WRD’s mission is to provide, protect, and preserve safe and reliable high-quality groundwater in the Central and West Coast Basins, which provide half of the water supply to the residents of the WRD service area; and

WHEREAS, WRD is practically and financially responsible for providing replenishment water to the aforementioned groundwater replenishment facilities owned by LACFCD; and

WHEREAS, WRD owns and operates several facilities for the purposes of groundwater replenishment and protection such as the Leo J. Vander Lans Advanced Water Treatment Facility, the Albert Robles Center Advanced Water Treatment Facility and associated injection wells, and the Robert Goldsworthy Groundwater Desalter; and

WHEREAS, WRD has recently completed the Water Independence Now (WIN) effort to eliminate historical imported water demand for groundwater replenishment through increased production and capture of locally sustainable recycled water and stormwater; and
**WHEREAS**, WRD’s vision for the future is WIN4ALL, which will provide southern Los Angeles County with a locally sustainable and resilient water supply utilizing groundwater storage and underutilized water supplies; and

**WHEREAS**, LACPW and WRD have worked together collaboratively for 60 years to ensure reliable and safe groundwater supplies, while increasing regional sustainability through innovative utilization of recycled water supplies for groundwater recharge and maximizing effectiveness of stormwater capture methods; and

**WHEREAS**, LACFCD and WRD have significant overlapping service areas and shared goals to build upon the existing foundation of sustainable groundwater replenishment and provide regional water resiliency through continued innovation; and

**WHEREAS**, WRD proposes to collaborate with LACFCD to evaluate potential changes to the operations of the aforementioned replenishment facilities, specifically the San Gabriel and Rio Hondo Coastal Spreading Grounds, the Alamitos Gap Barrier, the Dominguez Gap Barrier, the West Coast Barrier, the Leo J. Vander Lans Advanced Water Treatment Facility, the Albert Robles Center Advanced Water Treatment Facility and associated injection wells, and the Robert Goldsworthy Desalter to expand the collective benefit of all facilities for the purposes of regional resiliency, while ensuring that the designed intent of all replenishment facilities is maintained (all facilities collectively hereafter “Resiliency Facilities”); and

**WHEREAS**, LACFCD and WRD will work collaboratively to explore the option of forming a Joint Powers Authority between the two agencies to cooperatively operate all Resiliency Facilities to maximize the use of locally sustainable water supplies such as storm water and recycled water and to ensure the integrity of ongoing flood control and groundwater replenishment activities is preserved.

**NOW, THEREFORE**, in consideration of the foregoing, it is understood and agreed between the Parties:

**Section 1:** LACFCD and WRD shall assign staff from each agency to work together on development of the framework for a potential Joint Power Authority (JPA) for Resiliency Facilities. Staff shall determine co-equal goals and a mission for the potential JPA. Staff will meet biweekly or otherwise as mutually agreed upon by the parties, to develop a JPA framework proposal for executive management consideration and legal review.
Section 2: LACFCD and WRD staff will work in good faith to develop the JPA framework and scope for proposal to executive management of both agencies as expeditiously as reasonably possible.

Section 3: LACFCD and WRD executive management shall meet bimonthly to review work complete and move the development of the JPA forward.

Section 4: All developed outcomes proposed through the JPA framework shall be mutually beneficial to both LACFCD and WRD and shall be for the purpose of collaboratively managing the Resiliency Facilities in an innovative fashion to preserve original design intent while expanding regional benefits to drought resiliency and local sustainability.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding by their duly authorized representatives.

APPROVED:  
LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS

By: __________________________    By: __________________________
Mark Pestrella, Executive Director    xx
Date: __________________________

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By: __________________________    By: __________________________
Robb Whitaker, General Manager    xx
Date: __________________________
MEMORANDUM
ITEM NO. 9

DATE: JUNE 4, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: REQUEST TO ISSUE A PURCHASE ORDER TO CDWG FOR BUDGETED INFORMATION TECHNOLOGY PURCHASES FOR FY 2020-21

SUMMARY
The approved FY 2020-21 budget includes several information technology (IT) categories that will be purchased from CDWG. This includes the following categories:

<table>
<thead>
<tr>
<th>Category</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAN (storage area network) maintenance subscriptions</td>
<td>$20,000</td>
</tr>
<tr>
<td>Network server hardware</td>
<td>$20,000</td>
</tr>
<tr>
<td>Backup and disaster recovery system hardware</td>
<td>$80,000</td>
</tr>
<tr>
<td>Networking hardware maintenance subscriptions</td>
<td>$50,000</td>
</tr>
<tr>
<td>Antivirus/anti-spam/email archival software maintenance subscriptions</td>
<td>$10,000</td>
</tr>
<tr>
<td>Backup software renewal/maintenance subscriptions</td>
<td>$10,000</td>
</tr>
<tr>
<td>Miscellaneous computer supplies (toner, etc.)</td>
<td>$25,000</td>
</tr>
<tr>
<td>Desktop and cloud software licenses</td>
<td>$35,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$250,000</strong></td>
</tr>
</tbody>
</table>

This request is for a PO to be issued to CDWG for these budgeted categories. The proposed purchases will be procured pursuant to the California Multiple Award Schedule (CMAS) agreements with the California Department of General Services (DGS) Procurement Division (PD). DGS serves as a business manager for the State of California and allows government agencies to piggyback onto their CMAS agreements, streamlining the procurement process.
Additionally, DGS PD CMAS agreements offer a wide variety of commodities and services at discounted prices, which have been assessed by DGS to be fair, reasonable, and competitive.

CDWG currently has multiple CMAS Agreements that cover the information technology (IT) categories listed above, including:

2. Computer Accessories (3-19-70-0793K)
3. Computer Hardware (3-16-70-0793H and 3-19-70-0793L)
4. Network Hardware (3-13-70-0793E)
5. Telephony (3-19-70-0793L)

The approved FY 2020-21 budget accounts for these IT purchases. This purchase order will be valid from July 1, 2020 to June 30, 2021.

**FISCAL IMPACT**

The total amount of the purchase order is $250,000. Funds are available in the Data and Technology Services Department budget.

**ADMINISTRATIVE COMMITTEE RECOMMENDATION**

The Administrative Committee recommends that the Board of Directors authorize staff to issue a purchase order to CDWG for IT purchases for an amount not to exceed $250,000.
# State of California
## MULTIPLE AWARD SCHEDULE
### CDW Government LLC

<table>
<thead>
<tr>
<th><strong>CMAS NUMBER:</strong></th>
<th>3-13-70-0793E</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUPPLEMENT NO.:</strong></td>
<td>4</td>
</tr>
<tr>
<td><strong>CMAS TERM DATES:</strong></td>
<td>8/07/2013 through 6/26/2022</td>
</tr>
<tr>
<td><strong>CMAS CATEGORY:</strong></td>
<td>Information Technology Goods &amp; Services</td>
</tr>
<tr>
<td><strong>APPLICABLE TERMS &amp; CONDITIONS:</strong></td>
<td>December 1, 2017</td>
</tr>
<tr>
<td><strong>MAXIMUM ORDER LIMIT:</strong></td>
<td>State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited</td>
</tr>
<tr>
<td><strong>FOR USE BY:</strong></td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td><strong>BASE GSA SCHEDULE NO.:</strong></td>
<td>GS-35F-0511T</td>
</tr>
<tr>
<td><strong>BASE SCHEDULE HOLDER:</strong></td>
<td>EC America, Inc.</td>
</tr>
</tbody>
</table>

This CMAS provides for the purchase and warranty of hardware and software, and software maintenance as a product. (See page 2 for the specific brands and restrictions applicable to this CMAS.)

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

The purpose of this supplement is to renew this CMAS through 6-26-2022. In addition, this supplement replaces in its entirety CDW Government LLC’s existing California Multiple Award Schedule (CMAS) that expires on 3-31-2018. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated December 1, 2017, and products and/or services are included herein. Please review these provisions carefully because they may have changed since issuance of your last CMAS.

ANY REFERENCE TO A SPECIFIC MANUFACTURER’S OR PUBLISHER’S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE EC AMERICA, INC. GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS.

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Original Signature on File

Effective Date: 3/23/2018

BRUCE FONG, Program Analyst, California Multiple Award Schedules Unit
Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program. CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

**CMAS PRODUCT & SERVICE CODES**

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

- Brand-Aruba Networks
- Brand-Cisco
- Brand-Palo Alto Networks
- Data Commun-Equipment
- Network-Component
- Network-System
- Software

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

- Aruba Networks
- Cisco
- Palo Alto Networks

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

**EXCLUDED PRODUCTS AND/OR SERVICES**

Hardware maintenance and repair, software maintenance as a service, training courses, Information Technology (IT) consulting services, and electronic commerce and subscription services are not available under this CMAS.

**CMAS BASE CONTRACT**

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0511T (EC AMERICA, INC.) with a GSA term of 6/27/2007 through 6/26/2022 including modification # 3177.

Replace “EC America, Inc.” with “CDW Government LLC” where “EC America, Inc.” is referenced in the federal GSA multiple award Contract Terms and Conditions.

**ISSUE PURCHASE ORDER TO**

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

- CDW Government LLC
  230 N. Milwaukee Avenue
  Vernon Hills, IL 60061
  Attn: Jason Schwartz
  E-mail: jasons@cdw.com

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

- Contact: Ed Padilla
  Phone: (661) 288-7888
  E-mail: ed.padilla@ne-systems.com

**CALIFORNIA SELLER’S PERMIT**

CDW Government LLC’s California Seller’s Permit No. is 101346422. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

**CMAS PRICES**

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

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

**WARRANTY**

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

F.O.B. (Free On Board) Destination. Seller pays the freight charges.
PURCHASING AUTHORITY DOLLAR THRESHOLD

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

Information Technology Goods and Services: $500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

HOW TO USE CMAS

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

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select “Find a CMAS Contractor.”
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and Fi$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

ORDERING PROCEDURES

1. Purchase Orders

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

1. State Departments:

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

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

2. Local Governmental Departments:

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

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

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

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

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single Finitions and Special Provisions 40 purchase order must adhere to the following guidelines:

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

4. Amendments to Agency’s Purchase Orders

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

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume Finitions and Special Provisions 40 provides the following direction regarding amendments to all types of CMAS purchase orders:

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

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume Finitions and Special Provisions 40, Chapter 5.A4.1 as follows:

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

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

CMAS CONTRACTOR OWNERSHIP INFORMATION

CDW Government LLC is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

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

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

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises. See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofsof/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

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

   - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
   - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
   - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
   - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

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

NEW EQUIPMENT REQUIRED

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

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

SPECIAL MANUFACTURED GOODS

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

TRADE-IN EQUIPMENT

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

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

A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

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

Information for submitting a STD 152 can be found on the DGS OFAM surplus property website: www.dgs.ca.gov/ofam/programs/StSurplus/Reutilization/CSPS.aspx

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

The E-Waste Exemption Request Form EWR-F029 can be found at: www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

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.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor’s organization (not owned by the contractor and not owning the contractor).
To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

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

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

<table>
<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than $100,000</td>
<td>8 months</td>
<td>6 months</td>
</tr>
<tr>
<td>$10,000 up to $100,000</td>
<td>4 months</td>
<td>3 months</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>1 month</td>
<td>1 month</td>
</tr>
</tbody>
</table>

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
</tr>
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<tr>
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</tr>
<tr>
<td>Less than $10,000</td>
<td>1 month</td>
<td>1 month</td>
</tr>
</tbody>
</table>

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

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

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

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

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)  
CDW GOVERNMENT LLC  
CMAS NO. 3-13-70-0793E, SUPPLEMENT NO. 4

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B.6.2 and SCM, Volume FI$Cal, Chapter 2, Section 2.E.3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

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

UPDATES AND/OR CHANGES

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

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

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

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

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

APPLICABLE CODES, POLICIES AND GUIDELINES

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

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
2. Payee Data Record (Std. 204)

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

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

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

Orders from Local Government Agencies:

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

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

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

4. Contractor Invoices

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

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

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

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

5. Advance Payments

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

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

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

6. Credit Card

CDW Government LLC does not accept the State of California credit card (CAL-Card).

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for hardware rental provisions with no residual value owed at end term ($1 residual value is acceptable), Federal GSA Lease provisions are NOT available through CMAS because the rates and contract terms and conditions are not acceptable or applicable to the State.

SEAT Management financing options are NOT available through this CMAS.

 Agencies may consider financing through the State’s financial marketplace GS $Mart™. All terms and conditions and lenders are pre-approved for easy financing. The GS $Mart™ internet address is www.dgs.ca.gov/pd/programs/statefinancialmarketplace.aspx. Buyers may contact the GS $Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.
9. Maintenance Tax

The Board of Equalization has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

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

This report shall be mailed to:

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

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

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

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

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

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

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

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jan 1</td>
<td>Mar 31</td>
</tr>
<tr>
<td>2</td>
<td>Apr 1</td>
<td>Jun 30</td>
</tr>
<tr>
<td>3</td>
<td>Jul 1</td>
<td>Sep 30</td>
</tr>
<tr>
<td>4</td>
<td>Oct 1</td>
<td>Dec 31</td>
</tr>
</tbody>
</table>

CONTRACTOR QUARTERLY INCENTIVE FEES

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

CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.
A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

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

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

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.
AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone # (916) 375-4365
ATTACHMENT A

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922
TTY: 1-800-735-2929
### CMAS Quarterly Business Activity Report

*Company Name:* ________________  
*CMAS Number:* ________________  

**For Questions Regarding This Report Contact:**  
**Name:** ________________  
**Phone Number:** ________________  
**E-mail:** ________________  

**Reporting Calendar Year:** ____________  
**Revision** □  
**Reporting Quarter:**  
- Q1 (Jan-Mar) □  
- Q2 (Apr-Jun) □  
- Q3 (Jul-Sep) □  
- Q4 (Oct-Dec) □  

**Check Here if No New Orders for This Quarter** □

### State Agency Purchases

<table>
<thead>
<tr>
<th>State Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

Total State Agency Dollars Reported for Quarter: $ ________________

### Local Government Agency Purchases

<table>
<thead>
<tr>
<th>Local Government Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
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<td></td>
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<td></td>
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</tr>
</tbody>
</table>

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

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

*Updated 12/2017*
ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

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

**Notes:**

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

MULTIPLE AWARD SCHEDULE

CDW Government LLC

<table>
<thead>
<tr>
<th><strong>CMAS NUMBER:</strong></th>
<th>3-16-70-0793H</th>
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<tbody>
<tr>
<td><strong>SUPPLEMENT NUMBER:</strong></td>
<td>2</td>
</tr>
<tr>
<td><strong>CMAS TERM DATES:</strong></td>
<td>12/08/2016 through 8/31/2021</td>
</tr>
<tr>
<td><strong>CMAS CATEGORY:</strong></td>
<td>Information Technology Goods &amp; Services</td>
</tr>
<tr>
<td><strong>APPLICABLE TERMS &amp; CONDITIONS:</strong></td>
<td>June 7, 2019</td>
</tr>
<tr>
<td><strong>MAXIMUM ORDER LIMIT:</strong></td>
<td>State Agencies: See Purchasing Authority Dollar Threshold provision</td>
</tr>
<tr>
<td></td>
<td>Local Government Agencies: Unlimited</td>
</tr>
<tr>
<td><strong>FOR USE BY:</strong></td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td><strong>BASE GSA SCHEDULE #:</strong></td>
<td>GS-35F-303DA</td>
</tr>
<tr>
<td><strong>BASE SCHEDULE HOLDER:</strong></td>
<td>Promark Technology, Inc.</td>
</tr>
</tbody>
</table>

This CMAS provides for the purchase and warranty of hardware and software, and software maintenance as a product. (See page 3 for the specific brands and restrictions applicable to this CMAS.)

The purpose of this supplement is to incorporate the following changes:

1. Brand “Dell” has been added to the “Available Products and/or Services” provision.

2. The address, contact, phone number, fax, and/or email address has been replaced in the “Issue Purchase Order To” provision.

3. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated June 7, 2019, products and/or services are included herein. Please review these provisions carefully because they have changed since issuance of your last CMAS.

The provisions of supplement 1 and the original CMAS have been incorporated into this supplement. Supplement 2 replaces supplement 1 and the original CMAS in their entirety.

Original Signature on File

Effective Date: 8/08/2019

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

ANY REFERENCE TO A SPECIFIC MANUFACTURER’S OR PUBLISHER’S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE PROMARK TECHNOLOGY, INC. GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS.

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

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.
CMAS PRODUCT & SERVICE CODES

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

Brand-Microsoft
Brand-Panasonic
Brand-Veeam
Computer-Laptop
Computer-Laptop Accessory
Computer-Notebook
Computer-PC
Computer-PC Accessory
Computer-Tablet
Hardware-Computer
Hardware-Tablet
Software

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer/manufacturers listed below are available within the scope of this CMAS:

Dell
Microsoft
Panasonic
Veeam

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

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule Number GS-35F-303DA (PROMARK TECHNOLOGY, INC.) with a GSA term of 5/04/2016 through 5/03/2021. The term of this CMAS incorporates an extension of three months beyond the expiration of the base GSA contract, and is shown in the “CMAS Term Dates” on page 1.


EXCLUDED PRODUCTS AND/OR SERVICES

Hardware maintenance and repair, software maintenance as a service, continuous diagnostics and mitigation tools, training courses, electronic commerce and subscription services, and order-level materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

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

CDW Government LLC
120 South Riverside
Chicago, IL  60606
Attn: Sherri McLean

Fax:  (312) 705-3791
E-mail: shermcl@cdw.com
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
CDW GOVERNMENT LLC
CMAS NO. 3-16-70-0793H, SUPPLEMENT NO. 2

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

Contact: Sherri McLean
Phone: (312) 705-9381
E-mail: shermcl@cdw.com

CALIFORNIA SELLER’S PERMIT

CDW Government LLC’s California Seller’s Permit Number is 101346422. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 3 of this CMAS.

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

WARRANTY

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

DELIVERY

14-60 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

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

PURCHASING AUTHORITY DOLLAR THRESHOLD

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

Information Technology Goods and Services: $500,000

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

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

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.

- Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select “Find a CMAS Contractor.”

- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.

- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCAL, Chapter 3).

- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.

- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.

- Assess the offers received using best value methodology, with cost as one of the criteria.

- Issue a Purchase Order to the selected CMAS contractor.

- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

1. Purchase Orders

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

1. State Departments:

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

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

2. Local Governmental Departments:

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

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

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

2. Service and Delivery after CMAS Expiration

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

3. Multiple CMAS Agreements on a Single Purchase Order

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

• All CMAS must be for the same CMAS contractor.
• The purchase order must go to one contractor location.
• Write the word “CMAS” in the space usually reserved for the contract number. On Standard 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.

The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.

Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number “4” and an Information Technology CMAS begins with the number “3.” The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency’s Purchase Orders

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

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

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

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

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

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

CMAS CONTRACTOR OWNERSHIP INFORMATION

CDW Government LLC is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.
CMAS Small Business and Disabled Veteran Partners lists
(www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting “Find a CMAS Contractor”.

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

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
   
a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
   
i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

   ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and

   iii. Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and

   iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering agency’s purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.
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 State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Standard 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

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

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

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

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

Information on the CALPIA E-Waste Program can be found at: www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing
The **E-Waste Exemption Request Form EWR-F029** can be found at: www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

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.

**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

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

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

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

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

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

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor’s License Board (www.cslb.ca.gov) at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor’s License shown below is still active and in good standing.

CDW Government LLC's California Contractor's License number is 1019269. This is a Class C-7 license that is valid through 10/31/2020.
PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.

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

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

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

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

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<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
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<tbody>
<tr>
<td>More than $100,000</td>
<td>8 months</td>
<td>6 months</td>
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<tr>
<td>$10,000 up to $100,000</td>
<td>4 months</td>
<td>3 months</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>1 month</td>
<td>1 month</td>
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</tbody>
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**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

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**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

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

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

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

1. Purchase orders containing only NSP items are prohibited.

2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.

3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.

6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

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

UPDATES AND/OR CHANGES

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

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

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

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

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

ORDER OF PRECEDENCE

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

APPLICABLE CODES, POLICIES AND GUIDELINES

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

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (1) the date of acceptance of goods or performance of services; or (2) receipt of an undisputed invoice, whichever is later.
2. **Payee Data Record (Standard 204)**

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

3. **DGS Administrative and Incentive Fees**

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

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

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

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

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

4. **Contractor Invoices**

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

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

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

   The company name on the CMAS, purchase order and invoice must match or the State Controller’s Office will not approve payment.
5. **Advance Payments**

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

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**

CDW Government LLC accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. **Lease/Purchase Analysis**

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

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

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

8. **Leasing**

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

Buyers may contact the GS Smart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.
CONTRACTOR QUARTERLY REPORT PROCESS

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

This report shall be mailed to:

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

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

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

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

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

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.

- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.

- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.

- CMAS contractors must report the sales activity for all resellers listed on their CMAS.

- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.

- Taxes and freight must not be included in the report.

- CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).

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

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

<table>
<thead>
<tr>
<th>Quarter 1</th>
<th>Jan 1 to Mar 31</th>
<th>Due Apr 15</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 2</td>
<td>Apr 1 to Jun 30</td>
<td>Due Jul 15</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>Jul 1 to Sep 30</td>
<td>Due Oct 15</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>Oct 1 to Dec 31</td>
<td>Due Jan 15</td>
</tr>
</tbody>
</table>
CONTRACTOR QUARTERLY INCENTIVE FEES

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

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

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

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

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

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

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

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

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices.

Agencies should save these pages for their file documentation.
CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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

AGENCY RESPONSIBILITY

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

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

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

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

CONFLICT OF INTEREST

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

FEDERAL DEBARMENT

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

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

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

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

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

AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

DGS PROCUREMENT DIVISION CONTACT
AND PHONE NUMBER

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

Phone # (916) 375-4365
ATTACHMENT A

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784
Company Name: ________________________________  Reporting Calendar Year: _____________  Revision □
CMAS Number: ________________________________
For Questions Regarding this Report Contact:
  Name: ________________________________
  Phone Number: ________________________________
  E-mail: ________________________________  Check Here if No New Orders for This Quarter □
Reporting Quarter:  □ Q1 (January to March)
                  □ Q2 (April to June)
                  □ Q3 (July to September)
                  □ Q4 (October to December)

### STATE GOVERNMENT AGENCY PURCHASES

<table>
<thead>
<tr>
<th>State Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
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</table>

Total State Agency Dollars Reported for Quarter: $ ________________  

### LOCAL GOVERNMENT AGENCY PURCHASES

<table>
<thead>
<tr>
<th>Local Government Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
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Total Local Government Agency Dollars for Quarter: $ ________________  

1% Remitted to DGS (does not apply to CA certified Small Businesses): $ ________________  

Total of State and Local Government Agency Dollars Reported for this Quarter: $ ________________
ATTACHMENT B
CMAS Quarterly Business Activity Report

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.

2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.

3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.

4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.

5. **Total Dollars Per Purchase Order** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.

6. **Agency Contact** - Identify the ordering agency’s contact person on the purchase order.

7. **Agency Address** - Identify the ordering agency’s address on the purchase order.

8. **Phone Number** - Identify the phone number for the ordering agency’s contact person.

9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.

10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.

11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

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

CDW Government LLC

<table>
<thead>
<tr>
<th>CMAS NUMBER</th>
<th>3-19-70-0793K</th>
</tr>
</thead>
<tbody>
<tr>
<td>CMAS TERM DATES</td>
<td>6/26/2019 through 12/21/2022</td>
</tr>
<tr>
<td>CMAS CATEGORY</td>
<td>Information Technology Goods &amp; Services</td>
</tr>
<tr>
<td>APPLICABLE TERMS &amp; CONDITIONS</td>
<td>March 15, 2018</td>
</tr>
</tbody>
</table>
| MAXIMUM ORDER LIMIT       | State Agencies: See Purchasing Authority Dollar Threshold provision  
Local Government Agencies: Unlimited |
| FOR USE BY                | State & Local Government Agencies |
| BASE GSA SCHEDULE NO.     | 47QTCA18D004K |
| BASE SCHEDULE HOLDER      | CDW Government LLC |

This CMAS provides for the purchase, warranty, and installation of hardware and software, hardware maintenance and repair, cloud and cloud-related IT professional services, and Information Technology (IT) consulting services. (See page 2 for the restrictions applicable to this CMAS.)

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

When implementing both IT consulting services and cloud computing solutions on the same purchase order, the IT consulting services provided under this CMAS are only to implement the cloud computing solutions covered by this CMAS.

The services provided under this CMAS are only 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 under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated March 15, 2018.

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

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

Ooriginal Signature on File Effective Date: 6/26/2019

BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit
CMAS PRODUCT & SERVICE CODES

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

- Brand-Adobe
- Brand-American Power Conv (APC)
- Brand-Hewlett Packard (HP)
- Brand-Hewlett Packard (HPE)
- Brand-Lenovo
- Brand-Samsung
- Brand-Targus
- Brand-Xerox
- Computer-PC Accessory

AVAILABLE PRODUCTS AND/OR SERVICES

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

All of the job titles in the base GSA contract identified below are available within the scope of this CMAS:

You may verify the following current information about the job titles available on this CMAS at the GSA eLibrary (using the base GSA schedule number identified below):

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

Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Highly adaptive cybersecurity services, and order-level materials are not available under this CMAS.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. 47QTCA18D004K (CDW GOVERNMENT LLC) with a GSA term of 12/22/2017 through 12/21/2022.

ISSUE PURCHASE ORDER TO

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

CDW Government LLC
120 South Riverside
Chicago, IL 60606
Attn: Sherri McLean

Fax: (312) 705-3791
E-mail: shermcl@cdw.com

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

Contact: Sherri McLean
Phone: (312) 705-9381
E-mail: shermcl@cdw.com

CALIFORNIA SELLER’S PERMIT

CDW Government LLC’s California Seller’s Permit No. is 101346422. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov.

CMAS PRICES

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

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

WARRANTY

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

CMAS contractor personnel shall have the experience, education and expertise as delineated in the base contract.

DELIVERY

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

SHIPPING INSTRUCTIONS

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

PURCHASING AUTHORITY DOLLAR THRESHOLD

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

Information Technology Goods and Services: $500,000
No CMAS order may be executed by a State agency that exceeds agency’s purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-State-Departments-with-Approved-Purchasing-Authority.

**HOW TO USE CMAS**

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

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Accordion-List/Acquisitions/California-Multiple-Award-Schedules, select “Find a CMAS Contractor.”
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and Fi$Cal, Chapter 3).
- This is a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited.

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

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

**MINIMUM ORDER LIMITATION**

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

**ORDERING PROCEDURES**

1. **Purchase Orders**

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

   1. **State Departments:**

      * Std. 65 Purchase Documents – State departments not transacting in Fi$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD – Statewide FormsWeb/Forms.aspx (select Standard STD Forms).

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

   2. **Local Governmental Departments:**

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

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

      The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.
2. **Service and Delivery after CMAS Expiration**

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

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

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

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

4. **Amendments to Agency’s Purchase Orders**

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

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

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

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

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

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

**CMAS CONTRACTOR OWNERSHIP INFORMATION**

CDW Government LLC is a large business enterprise.

**SMALL BUSINESS MUST BE CONSIDERED**

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

The following website lists CMAS small business and Disabled Veteran Partners: [https://www.dgs.ca.gov/PD/About/Page-Content/PD-BranchIntro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules](https://www.dgs.ca.gov/PD/About/Page-Content/PD-BranchIntro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) then select “Find a CMAS Contractor”.

In response to our commitment to increase participation by small businesses, the Department of General Services waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises. See the current fees in the DGS Price Book at: [https://www.dgs.ca.gov/OPS/Price-Book](https://www.dgs.ca.gov/OPS/Price-Book).

**SMALL BUSINESS/DVBE - TRACKING**

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

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
   b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
      - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
      - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
      - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
      - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

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

NEW EQUIPMENT REQUIRED

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

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

SPECIAL MANUFACTURED GOODS

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

PRODUCT INSTALLATION

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

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

TRADE-IN EQUIPMENT

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

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

INTEGRATED SERVICES

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

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.
Information for submitting a STD 152 can be found on the DGS OFAM surplus property website: https://www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage

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

The E-Waste Exemption Request Form EWR-F029 can be found at: www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

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.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

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

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

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

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

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

State Contractor’s License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor’s License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor’s License shown below is still active and in good standing.

CDW Government LLC’s California Contractor’s License number is 1019269. This is a Class C-7 license that is valid through 10/31/2020.

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.

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.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

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 contract.

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 starting 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.

Government Code (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 Government Code (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 (AG) 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 below)

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 (Government Code (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 nine months (1548 hours) per consultant within a twelve consecutive month period (Government Code (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 (3) 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 (Government Code (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 Government Code (GC) § 19130(b).

3. State Personnel Board Requirements

State Personnel Board (SPB) 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 https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules, then select “Statement of Work Information”. Agencies are strongly encouraged to use this information when developing SOW requirements that will accompany the Request for Offer and the resulting purchase order.

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 (Public Contract Code (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.
**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI$Cal, Chapter 2, Section 2.E3.2.

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

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

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

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

<table>
<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
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</thead>
<tbody>
<tr>
<td>More than $100,000</td>
<td>8 months</td>
<td>6 months</td>
</tr>
<tr>
<td>$10,000 up to $100,000</td>
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<td>3 months</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>1 month</td>
<td>1 month</td>
</tr>
</tbody>
</table>

**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<table>
<thead>
<tr>
<th>Cost</th>
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</tr>
</tbody>
</table>

**OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS**

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

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

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

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume Fi$Cal, Chapter 2, Section 2.E3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

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

UPDATES AND/OR CHANGES

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

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor’s multiple award contract and the contractor wants to add a new manufacturer’s products and/or services.

- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

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

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

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

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

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

APPLICABLE CODES, POLICIES AND GUIDELINES

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

PAYMENTS AND INVOICES

1. Payment Terms

   Payment terms for this CMAS are net 45 days.

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

2. Payee Data Record (Std. 204)

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

3. DGS Administrative and Incentive Fees

   **Orders from State Agencies:**

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

   **Orders from Local Government Agencies:**

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

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

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

4. Contractor Invoices

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

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

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

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

5. Advance Payments

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

   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

CDW Government LLC accepts the State of California credit card (CAL-Card).

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

7. Lease/Purchase Analysis

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

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

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

8. Leasing

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

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

9. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

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

This report shall be mailed to:

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

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

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

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

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

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.

Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.

CMAS contractors must report the sales activity for all resellers listed on their CMAS.

Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.

Taxes and freight must not be included in the report.

CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).

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

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

<table>
<thead>
<tr>
<th>Quarter 1</th>
<th>Jan 1 to Mar 31</th>
<th>Due Apr 15</th>
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</thead>
<tbody>
<tr>
<td>Quarter 2</td>
<td>Apr 1 to Jun 30</td>
<td>Due Jul 15</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>Jul 1 to Sep 30</td>
<td>Due Oct 15</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>Oct 1 to Dec 31</td>
<td>Due Jan 15</td>
</tr>
</tbody>
</table>

**CONTRACTOR QUARTERLY INCENTIVE FEES**

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

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

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

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

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

**OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS**

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

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

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**AGENCY RESPONSIBILITY**

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

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State’s interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.
It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

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

**CONFLICT OF INTEREST**

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

**FEDERAL DEBARMENT**

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

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

**CONTRACTOR TRAVEL**

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

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

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

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

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

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

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**ACCEPTANCE TESTING CRITERIA**

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

**AMERICANS WITH DISABILITY ACT (ADA)**

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

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

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

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

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

Phone # (916) 375-4365
ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)

AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784
# ATTACHMENT B

## CMAS Quarterly Business Activity Report

<table>
<thead>
<tr>
<th>State Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

Total State Agency Dollars Reported for Quarter: $ ____________

<table>
<thead>
<tr>
<th>Local Government Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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

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

Updated 12/2017
Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.

2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.

3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.

4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.

5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.

6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.

7. **Agency Address** - Identify the ordering agency's address on the purchase order.

8. **Phone Number** - Identify the phone number for the ordering agency's contact person.

9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.

10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.

11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

**Notes:**

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

<table>
<thead>
<tr>
<th><strong>CMAS NUMBER:</strong></th>
<th>3-19-70-0793L</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AMENDMENT NUMBER:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>CMAS TERM DATES:</strong></td>
<td>11/14/2019 through 9/26/2024</td>
</tr>
<tr>
<td><strong>CMAS CATEGORY:</strong></td>
<td>Information Technology Goods &amp; Services</td>
</tr>
<tr>
<td><strong>APPLICABLE TERMS &amp; CONDITIONS:</strong></td>
<td>June 7, 2019 (<a href="http://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=B41342080DE511121ECC253A04D62AC90CED6123">www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&amp;hash=B41342080DE511121ECC253A04D62AC90CED6123</a>)</td>
</tr>
<tr>
<td><strong>MAXIMUM ORDER LIMIT:</strong></td>
<td>State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited</td>
</tr>
<tr>
<td><strong>FOR USE BY:</strong></td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td><strong>BASE GSA SCHEDULE #:</strong></td>
<td>47QTCA19D00MM</td>
</tr>
<tr>
<td><strong>BASE SCHEDULE HOLDER:</strong></td>
<td>SYNNEX Corporation</td>
</tr>
</tbody>
</table>

This CMAS provides for the purchase, warranty, installation and maintenance of hardware, software, and software maintenance as a product. (See page 3 for the restrictions applicable to this CMAS.)

---

**Original Signature on File**

JANNA WELK, Program Analyst, California Multiple Award Schedules Unit

**Effective Date:** 11/14/2019
NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: Statewide Contract Index Listing (www.documents.dgs.ca.gov/pd/contracts/contractindexlisting.pdf). This requirement is not applicable to local government entities.

The services provided under this CMAS are only 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 under this CMAS shall incorporate these Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated June 7, 2019.

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

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.
**CMAS PRODUCT & SERVICE CODES**

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

- Brand-Belkin
- Brand-Bretford
- Brand-Dell
- Brand-Google
- Brand-Hewlett Packard (HPE)
- Brand-Hewlett Packard (HPI)
- Brand-LG
- Brand-NEC
- Brand-Ruckus Wireless
- Brand-Viewsonic

**AVAILABLE PRODUCTS AND/OR SERVICES**

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

**CMAS BASE CONTRACT**

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule Number 47QTCA19D00MM (SYNNEX CORPORATION) with a GSA term of 9/27/2019 through 9/26/2024.

Replace “SYNNEX Corporation” with “CDW Government LLC” where “SYNNEX Corporation” is referenced in the federal GSA multiple award Contract Terms and Conditions.

**EXCLUDED PRODUCTS AND/OR SERVICES**

Maintenance of Software as a Service, and Order-Level Materials are not available under this CMAS.

**ISSUE PURCHASE ORDER TO**

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

- **CDW Government LLC**
  - 120 S. Riverside Plaza
  - Chicago, IL 60606
  - Attn: Sherri Hardemon
  - E-mail: psp@cdw.com

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

- **Contact:** Sherri Hardemon
- **Phone:** (312) 705-9381
- **E-mail:** shermcl@cdw.com

**CALIFORNIA SELLER’S PERMIT**

CDW Government LLC’s California Seller’s Permit Number is 101346422. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

**CMAS PRICES**

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.
The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency’s Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

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

When issuing an order to an authorized reseller listed on a CMAS, it is the agency’s responsibility to ensure that the reseller provides a California Civil Rights Law Certification.

**WARRANTY**

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

**DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

Information Technology Goods and Services: $500,000

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

**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 by the California Department of Technology (CDT) in accordance with TL 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf). 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.
HOW TO USE CMAS

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

• Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.

• Search for potential CMAS contractors on the CMAS website (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) and select “Find a CMAS Contractor.”

• Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.

• If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FISCAL, Chapter 3).

• This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.

• If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.

• Assess the offers received using best value methodology, with cost as one of the criteria.

• Issue a Purchase Order to the selected CMAS contractor.

• For CMAS transactions under $10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

MINIMUM ORDER LIMITATION

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

1. Purchase Orders

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

1. State Departments:

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

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

2. Local Governmental Departments:

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

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

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

2. Service and Delivery after CMAS Expiration

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

3. Multiple CMAS Agreements on a Single Purchase Order

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

• All CMAS must be for the same CMAS contractor.
• The purchase order must go to one contractor location.
• Write the word “CMAS” in the space usually reserved for the contract number. On Standard 65’s, this is at the top of the form. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
• For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.

• The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.

• Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number “4” and an Information Technology CMAS begins with the number “3.” The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency’s Purchase Orders

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

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

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

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

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

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

CMAS CONTRACTOR OWNERSHIP INFORMATION

CDW Government LLC is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.
Small Business and Disabled Veteran Partners lists
(www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting “Find a CMAS Contractor”.

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

See the current fees in the DGS Price Book at: www.dgs.ca.gov/OFS/Price-Book.

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.

2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:

   a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.

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

       i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and

       ii. Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and

       iii. Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and

       iv. Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

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

PRODUCT INSTALLATION

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

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

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.
Information for submitting a STANDARD 152 can be found on the DGS OFAM surplus property website (www.dgs.ca.gov/RESD/Resources/Page-Content/Real-Estate-Services-Division-Resources-List-Folder/DGS-Surplus-Property-Homepage).

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

The E-Waste Exemption Request Form EWR-F029 can be found at: www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

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.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

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

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount.

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

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

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

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

**State Contractor's License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor’s License Board (www.cslb.ca.gov) at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.
CDW Government LLC’s California Contractor’s License number is 1019269. This is a Class C-7 license that is valid through 10/31/2020.

**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.

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.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

**PRODUCTIVE USE REQUIREMENTS**

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.

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

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

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

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

<table>
<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
</tr>
</thead>
<tbody>
<tr>
<td>More than $100,000</td>
<td>8 months</td>
<td>6 months</td>
</tr>
<tr>
<td>$10,000 up to $100,000</td>
<td>4 months</td>
<td>3 months</td>
</tr>
<tr>
<td>Less than $10,000</td>
<td>1 month</td>
<td>1 month</td>
</tr>
</tbody>
</table>
Category 2 - All Information Technology Equipment and Non-Critical Software:
Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
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<tr>
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<td>1 month</td>
<td>1 month</td>
</tr>
</tbody>
</table>

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

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

NOT SPECIFICALLY PRICED (NSP) ITEMS

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

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.
4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.
5. Maximum Order Limitation: For orders $250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed $5,000. For orders exceeding $250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or $25,000 whichever is lower.
6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.
7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

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

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.

2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.

3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCAL, Chapter 2, Section 2.E3.2.

4. Any other item or class of items specifically excluded from the scope of this CMAS.

5. Public Works components NOT incidental to the total purchase order amount.

6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

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

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

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

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:
A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor’s multiple award contract and the contractor wants to add a new manufacturer’s products and/or services.

A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

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

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

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

APPLICABLE CODES, POLICIES AND GUIDELINES

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

PAYMENTS AND INVOICES

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

1. Payment Terms

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

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

3. DGS Administrative and Incentive Fees

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

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

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

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

4. Contractor Invoices

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

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

See the current administrative fees in the DGS Price Book (www.dgs.ca.gov/OFS/Price-Book).
State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

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

5. Advance Payments

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

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

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

6. Credit Card

CDW Government LLC accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card.

7. Lease/Purchase Analysis

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

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

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

8. Leasing

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

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

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.

2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

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

This report shall be mailed to:

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

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

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

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

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

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
CMAS contractors must report the sales activity for all resellers listed on their CMAS.

Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.

Taxes and freight must not be included in the report.

CMAS contractors must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).

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

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

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Date Range</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarter 1</td>
<td>Jan 1 to Mar 31</td>
<td>Apr 15</td>
</tr>
<tr>
<td>Quarter 2</td>
<td>Apr 1 to Jun 30</td>
<td>Jul 15</td>
</tr>
<tr>
<td>Quarter 3</td>
<td>Jul 1 to Sep 30</td>
<td>Oct 15</td>
</tr>
<tr>
<td>Quarter 4</td>
<td>Oct 1 to Dec 31</td>
<td>Jan 15</td>
</tr>
</tbody>
</table>

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1.25% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee. CMAS contractors cannot charge local government agencies an additional 1.25% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1.25% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

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

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

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

**OBTAINING COPY OF ORIGINAL CMAS AND AMENDMENTS**

A copy of a CMAS and amendments, if any, can be obtained at Cal eProcure (caleprocure.ca.gov). A complete CMAS consists of the following:

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

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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

AGENCY RESPONSIBILITY

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

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

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

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

CONFlict OF INTEREST

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

FEDERal DEBARMENT

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

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

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

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

ACCEPTANCE TESTING CRITERIA

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

AMERICANS WITH DISABILITY ACT (ADA)

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

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

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

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

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

Phone # (916) 375-4365
ATTACHMENT A

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1
Speech to Speech Service: 1-800-854-7784
Company Name: ____________________________________________  Reporting Calendar Year: ____________  Revision □

CMAS Number: ____________________________________________

For Questions Regarding this Report Contact:
  Name: ____________________________________________
  Phone Number: ____________________________________________
  E-mail: ____________________________________________

Check Here if No New Orders for This Quarter □

<table>
<thead>
<tr>
<th>State Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

Total State Agency Dollars Reported for Quarter: $ ______________

<table>
<thead>
<tr>
<th>Local Government Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
<th>Agency Address</th>
<th>Phone Number</th>
</tr>
</thead>
</table>

Total Local Government Agency Dollars for Quarter: $ ______________

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

Total of State and Local Government Agency Dollars Reported for this Quarter: $ ______________
ATTACHMENT B

CMAS Quarterly Business Activity Report

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.

2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.

3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.

4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.

5. **Total Dollars Per Purchase Order** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.

6. **Agency Contact** - Identify the ordering agency’s contact person on the purchase order.

7. **Agency Address** - Identify the ordering agency’s address on the purchase order.

8. **Phone Number** - Identify the phone number for the ordering agency’s contact person.

9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.

10. **1.25% Remitted to DGS** - Identify 1.25% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.

11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

**Notes:**

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.
SOFTWARE LICENSING PROGRAM (SLP PLUS)

Contractor: CDW Government LLC
Contract Number: 9-19-70-0024A
SLP Plus Contract Term: 04/12/2020 through 05/20/2022
Contract Base: TrendMicro Offer Number TrendMicro-SLPPlus-2019

This contract is available for use by State of California departments and any city, county, special district, educational agency, local government body or corporation empowered to expend public funds. While the state makes this contract available, each local agency should make its own determination whether the SLP PLUS is consistent with their procurement policies and regulations.

The SLP PLUS Contractor is required to provide all SLP PLUS contract terms and conditions with the list of products, services and prices.

Terms and conditions listed below are hereby incorporated by reference and made a part of this SLP PLUS Agreement as if attached herein and shall apply to the purchase of goods or services made under this Participating Agreement. Contractor non-compliance with the requirements of this contract may result in contract termination.


1) General Provisions – Information Technology (GSPD-401IT), effective 9/5/2014

For State of CA:

Patrick Mullen
Manager
Multiple Award Programs Section
Procurement Division
Department of General Services

Date

For Contractor:

Signature

Printed Title

Printed Name

Company Name

Date
CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS

The SLP PLUS Contractors are required to provide the entire contract that consists of the following:

- SLP PLUS Cover sheet with signatures from the DGS Procurement Division Deputy Director or designee and Contractor.
- Ordering instructions.
- Std. 204 Payee Data Record.
- SLP PLUS Contract terms and conditions (General provisions).
- Software License Agreement pricing.
- Supplements, if applicable

CONTRACTOR QUARTERLY REPORTS

Contractors are required to submit a detailed report quarterly to the DGS Procurement Division, Software Licensing Program. A separate report is required for each contract, as differentiated by alpha suffix (if applicable). Contractors with resellers are responsible for reporting reseller ordering activity. Any report that does not follow the required format or that excludes information will be deemed incomplete and returned to the contractor.

All SLP PLUS contractors, including certified Small Businesses and Disabled Veteran Business Enterprises, will be required to pay DGS-PD a 1.25% incentive fee for all orders placed by local government agencies via a SLP PLUS contract. This policy however, does not affect orders placed by State government offices. State agencies will continue to be billed the applicable administrative use fee by the DGS-PD.

The SLP PLUS Business Activity Report form separates sales to State and local government agencies.

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

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

Each contractor is required to remit to the DGS-PD an incentive fee equal to 1.25% of the total of all local government agency orders (excluding sales tax and freight) placed against their SLP PLUS contract(s) for the applicable quarter.

The check covering this fee shall be made payable to the Department of General Services, Software Licensing Program, and be attached to the supporting SLP PLUS Quarterly Report.

Mail report and check to:

Department of General Services
Procurement Division, SLP Unit
Quarterly Report Processing
PO Box 989052, MS 2-202
Attn: Software Licensing Program
West Sacramento, CA  95798-9052

SLP PLUS Reports which include a check made payable to the DGS-SLP Unit must be mailed via hard-copy, and cannot be accepted via facsimile or e-mail.
New contracts for contractors with existing contracts, and extensions or renewals of existing contracts, will be approved ONLY if the contractor has submitted to the SLP Unit all quarterly reports, due. Each quarterly report is required within two weeks of the end of March, June, September, and December of each calendar year. A report is required even when there is no activity.

The report must include the agency name, purchase order number, purchase order date, state agency billing code, pre-tax total order cost, agency contact name, address and phone number, and total dollars for the quarter. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order.

A sample quarterly report indicating required format and information is attached for your reference (Attachment A).

CONTRACTOR INVOICES

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

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

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable. The company name on the SLP PLUS contract, purchase order and invoice must match or the State Controller’s Office will not approve payment.

CONTRACTOR OWNERSHIP INFORMATION

CDW Government LLC is a large business enterprise.

AGENCY NON-COMPLIANCE

Agency non-compliance with the requirements of this contract may result in the loss of delegated purchasing authority to use the SLP PLUS.

PLEASE REQUEST A COPY OF ALL CONTRACT TERMS AND CONDITIONS FROM THE CONTRACTOR, IF NOT PROVIDED INITIALLY.

AVAILABLE PRODUCTS AND/OR SERVICES

This contract provides for the purchase and warranty of software, software maintenance, technical support.

Only products from the manufacturer listed below are available within the scope of this contract:

- TrendMicro

UNAVAILABLE PRODUCTS AND/OR SERVICES

The following products and/or services are not available under this contract:

- STANDALONE HARDWARE
- CONSULTING
- TRAINING
- INSTALLATION SERVICES
- CLOUD/SAAS
- IMPLEMENTATION
SOFTWARE LICENSING PROGRAM (SLP PLUS)
CDW Government LLC
9-20-70-0024A

SOFTWARE MAINTENANCE RENEWALS

Maintenance renewals for software product purchases shall be fixed at the Agency’s prior applicable rates, with a 0% uplift (no up-lift) and no additional increases, fees or charges added.

FIRST-YEAR MAINTENANCE

First-year maintenance will be calculated at a maximum of 40% of the publisher’s SLP PLUS price.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (847) 419-6200:

CDW Government LLC
230 N. Milwaukee Ave
Vernon Hills, IL  60061
Attn:  Sherri McLean

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

Phone:  (800) 808-4239
E-mail:  shermcl@cdw.com

SHIPPING INSTRUCTIONS

F.O.B.  (Free On Board) Destination

DELIVERY

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

AGENCY RESPONSIBILITY

Agencies must contact contractors to obtain copies of the contracts and compare them for a best value purchasing decision.

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

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

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

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

ORDER REQUIREMENTS AND MAXIMUM ORDER LIMIT

•  Unless otherwise determined by an individual ordering agency purchasing authority, no SLP PLUS 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.
SOFTWARE LICENSING PROGRAM (SLP PLUS)
CDW Government LLC
9-20-70-0024A

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

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

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 (SAM 3572).

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited (SAM 4819.34).

MINIMUM ORDER LIMITATION

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

ORDERING PROCEDURES

1. Order Form

State departments shall use a Contract/Delegation Purchase Order (Std. 65) for purchases and services.

Local governments shall, in lieu of the State's Purchase Order (Std. 65), use their own purchase order document.

Electronic copies of the State Standard Forms can be found at the Office of State Publishing web site: http://www.dgs.ca.gov/osp (select Standard Forms). The site provides information on the various forms and use with the Adobe Acrobat Reader. Beyond the Reader capabilities, Adobe Acrobat advanced features may be utilized if you have Adobe Business Tools or Adobe Acrobat 4.0 installed on your computer. Direct link to the Standard Form 65: (http://www.osp.dgs.ca.gov/pdf/std065.pdf)

2. Purchase Orders

All Ordering Agency purchase order documents executed under this SLP
PLUS must contain the applicable SLP PLUS contract number as show on page.

1. State Departments:

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

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

2. Local Governmental Departments:

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

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

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

3. Service and Delivery after Contract Expiration

   Purchase orders must be issued before the SLP PLUS contract end term expires.

   Also, purchase order amendments cannot be issued to add product and software maintenance if the SLP PLUS contract end term has expired.

**CONTRACT PRICES**

Contract prices for products and/or services are maximums. The ordering department is encouraged to negotiate lower prices.

**PRODUCT AND PRICING CHANGES AND/OR UPDATES ARE NOT AUTHORIZED UNTIL REVIEWED AND APPROVED BY DGS PROCUREMENT DIVISION SOFTWARE LICENSING PROGRAM.**

Said documents are to be sent to the Department of General Services (DGS) Procurement Division, Software Licensing Program, 707 Third Street, 2nd Floor, West Sacramento, CA 95605-2811, Attention SLP Unit.

**SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the SLP PLUS, state departments shall, whenever practicable, first consider offers from small businesses that have established SLP PLUS contracts [GC Section 14846(b)].

NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when department files are reviewed.
SMALL BUSINESS/DVBE – TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering department can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the Contractor to each small business or DVBE.

2. The Contractor will provide an ordering department with the following information at the time the order is quoted:
   a. The Contractor will state that, as the prime Contractor, it shall be responsible for the overall execution of the fulfillment of the order.
   b. The Contractor will indicate to the ordering department how the order meets the small business or DVBE goal, as follows:
      • List the name of each company that is certified by the Office of Small Business and DVBE Certification that it intends to subcontract a commercially useful function to; and
      • Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
      • Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering department towards the small business or DVBE goal; and
      • Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.

3. The ordering department’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.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI$Cal, Chapter 2, Section 2.E3.2.

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

To substantiate compliance with the Productive Use Requirements, the SLP PLUS 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 SLP PLUS.

**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.

<table>
<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
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</thead>
<tbody>
<tr>
<td>More than $100,000</td>
<td>8 months</td>
<td>6 months</td>
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<tr>
<td>$10,000 up to $100,000</td>
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<td>3 months</td>
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<tr>
<td>Less than $10,000</td>
<td>1 month</td>
<td>1 month</td>
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**Category 2 - All Information Technology Equipment and Non-Critical Software:** Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

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<thead>
<tr>
<th>Cost</th>
<th>Installation</th>
<th>Final Bid Submission</th>
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<tr>
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<tr>
<td>Less than $10,000</td>
<td>1 month</td>
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</table>

**STATE AND LOCAL GOVERNMENTS CAN USE THE SLP PLUS**

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

**APPLICABLE CODES, POLICIES AND GUIDELINES**

All California codes, policies and guidelines are applicable. THE USE OF THE SLP PLUS DOES NOT REDUCE OR RELIEVE STATE DEPARTMENTS 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 The SLP PLUS contracts. Notwithstanding this, there is no guarantee that “every” possible requirement that pertains to all the different and unique state processes has been included.

**TERMINATION OF SLP PLUS CONTRACT**

1. The State or Contractor may terminate this SLP PLUS Contract at any time upon 30 days prior notice.
2. Upon termination or other expiration of this Contract, each party will assist the other party in orderly termination of the Contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party.
3. This provision shall not relieve the Contractor of the obligation to perform
under any purchase order or other similar ordering document executed prior to the termination becoming effective.

STATEWIDE PROCUREMENT REQUIREMENTS

Departments must carefully review and adhere to the following Procurement Requirements, such as:

- SAM Section 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Departments are required to file with the Department of Fair Employment and Housing (DFEH) a Contract Award Report Std. 16 for each order over $5,000 within 10 days of award, including supplements that exceed $5,000.
- Pursuant to Unemployment Insurance Code Section 1088.8, state and local government agencies must report to the Employment Development Department (EDD) all payments for services that equal $600 or more to independent sole proprietor contractors. See the contractor’s Std. Form 204, Payee Data Record, in the SLP PLUS contract to determine sole proprietorship. All inquiries regarding this subject should be forwarded to EDD: Technical questions: 916/651-6945 or Information and forms: 916/657-0529.
- Annual small business and disabled veteran reports.

ETHNICITY/RACE/GENDER REPORTING REQUIREMENT

Effective July 1, 2002, in accordance with Public Contract Code 10116, state departments are to capture information on ethnicity, race, and gender of business owners (not subcontractors) for all awarded contracts, including CAL-Card transactions. Each department is required to independently report this information to the Governor and the Legislature on an annual basis.

Departments are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

1. Payment Terms

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

2. Advance Payments

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

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

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

**Example:** If you purchase three (3) years of software maintenance, you cannot pay for the whole three years in advance. You may pay in advance for the first year only and you will be invoiced on an annual basis for the remaining two years.

**3. Payee Data Record (Std. 204)**

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

**4. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of SLP PLUS contracts. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

**5. Credit Card**

CDW Government LLC accepts the State of California credit card (CAL-Card).

A Purchasing Authority Purchase Order (Std. 65) is required even when the ordering department chooses to pay the contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all SLP PLUS orders to suppliers not California certified as a small business.

**FEDERAL DEBARMENT**

When federal funds are being expended, the department is required to obtain (retain in file) a signed “Federal Debarment” certification from the 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).

**AMERICANS WITH DISABILITY ACT (ADA)**

(See attachment B)

**DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER**

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

Phone no.: 916/375-4365
Faxination no.: 916/376-6371
SLP PLUS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: ____________________________ Reporting Calendar Year: __________

Publisher: ____________________________ Reporting Quarter: □ Q1 (January to March)

For Questions Regarding this Report: ____________________________ □ Q2 (April to June)

E-mail: ____________________________ □ Q3 (July to September)

Check Here if No New Orders for This Quarter □ □ Q4 (October to December)

STATE GOVERNMENT AGENCY PURCHASES

<table>
<thead>
<tr>
<th>State Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Agency Billing Code</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
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Total State Agency Dollars Reported for Quarter: $ ________________

LOCAL GOVERNMENT AGENCY PURCHASES

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<tr>
<th>Local Government Agency Name</th>
<th>Purchase Order Number</th>
<th>Purchase Order Date</th>
<th>Total Dollars Per Purchase Order</th>
<th>Agency Contact</th>
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Total Local Government Agency Dollars for Quarter: $ ________________

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

Total of State and Local Government Agency Dollars Reported for this Quarter: $ ________________
ATTACHMENT A

SLP PLUS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the SLP PLUS Quarterly Business Activity Report.

1. Complete the top of the form with the appropriate information for your company.

2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.

3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.

4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.

5. **Agency Billing Code** - Identify the State agency billing code. This is a five-digit number identified on the upper right hand corner of the Std. 65 purchase order form. You must identify this number on all purchases made by State of California agencies. Billing codes are not applicable to Local Government agencies.

6. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.

7. **Agency Contact** - Identify the ordering agency’s contact person on the purchase order.

8. **Agency Address** - Identify the ordering agency’s address on the purchase order.

9. **Phone Number** - Identify the phone number for the ordering agency’s contact person.

10. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.

11. **1.25% Remitted to DGS** - Identify 1.25% of the total Local Government agency dollars reported for the quarter.

12. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each SLP contract each quarter even when there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.
ATTACHMENT B

ADA NOTICE

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

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

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

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

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922 or 1-888-877-5379
TTY: 1-800-735-2929 or 1-888-877-5378
Speech-to-Speech: 1-800-854-7784
State of California
SOFTWARE COOPERATIVE AGREEMENT (SCA)
AMENDMENT No.: 1

Contractor: CDW Government LLC
Contract Number: SCA-19-70-0025U
SLP Contract Term: 11/01/2019 through 10/31/2021
County of Riverside RFQ# RIVCO-2020-RFQ-0000048
Microsoft Master Agreement Number 8084445

This amendment is being issued to:

- Revise the provision “AVAILABLE PRODUCTS AND/OR SERVICES”
- Revise the provision “UNAVAILABLE PRODUCTS AND/OR SERVICES”
- Add the provision “IMPLEMENTATION SERVICES”

See page 2 for provisions referenced above.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

For State of CA:

Original Signature on File

Patrick Mullen
Manager
Multiple Award Programs Section
Procurement Division
Department of General Services

Date

For Contractor:

Original Signature on File

Signature

Printed Title

Printed Name

Company Name

Date
AVAILABLE PRODUCTS AND/OR SERVICES

This contract provides for the purchase and warranty of software, software maintenance, technical support, and implementation services.

Only products from the manufacturer listed below are available within the scope of this contract:

Microsoft

UNAVAILABLE PRODUCTS AND/OR SERVICES

The following products and/or services are not available under this contract:

STANDALONE HARDWARE
CONSULTING
TRAINING
INSTALLATION SERVICES

IMPLEMENTATION SERVICES

Before procuring Implementation Services, state departments should conduct an analysis and use their own due diligence to determine if these services are the most cost effective solution that meets their business needs and security requirements.

Requirements

- Implementation services can only be purchased when they are in support of software purchased under the SLP.
- Time and Material pricing must not exceed the job Title hourly rate times the number of hours to complete the job.

NOTE: Implementation Services under this contract must be paid in arrears.

- State departments must complete a Statement of Work (SOW) for all Implementation services.
- Job titles/categories are limited to those identified in the SLP price list.
- Hourly rates must not exceed those identified in the SLP price list.
DATE: JUNE 4, 2020

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: ADOPT RESOLUTION NO. 20-1132 NEGOTIATED TAX EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION OF L 043-2019 TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

SUMMARY
A request has been received from the County of Los Angeles Department of Public Works regarding participation in the exchange of ad valorem property tax for annexation L 043-2019 to the County Lighting Maintenance District 1687. To participate, a joint Resolution is required between WRD and the Los Angeles County accepting the negotiated exchange of property tax revenue. Attached is Resolution 20-1132 to meet this requirement. If a taxing agency involved in the negotiation does not adopt a resolution providing for the exchange of property tax, the Los Angeles County Board of Supervisors can determine the exchange of property tax revenue for that taxing agency.

FISCAL IMPACT
The fiscal impact to the District will be negligible. The County’s annexation of the territory known as L 043-2019 to County Lighting Maintenance District 1687 requires other local taxing agencies covering the same area, including WRD, to contribute to the funding of the new annexation. For each additional $100 in property taxes, WRD would receive $0.0158 and CLMD 1687 would receive $0.0003.

ADMINISTRATIVE COMMITTEE RECOMMENDATION
The Administrative Committee recommends that the Board of Directors adopt Resolution No. 20-1132, subject to approval as to form by District Counsel, approving and accepting the negotiated tax exchange of property tax revenues resulting from annexation of L 043-2019 to County Lighting Maintenance District 1687.
Mr. Robb Whitaker  
General Manager  
Water Replenishment District of Southern California  
4040 Paramount Boulevard  
Lakewood, CA 90712  

Attention Ms. Dina Hidalgo  

Dear Mr. Whitaker:  

NEGOTIATED TAX EXCHANGE RESOLUTION  
ANNEXATION OF PROJECT L 043-2019  
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687  

We request that the Water Replenishment District of Southern California participate in the exchange of ad valorem property tax in conjunction with the annexation of the territory known as L 043-2019 to County Lighting Maintenance District (CLMD) 1687. This proposed exchange would provide revenue to CLMD 1687 to partially fund the operation and maintenance of new street lighting services to be provided within the annexed territory. This territory, whose boundary is shown on the enclosed proposed annexation map, is being processed for the Board of Supervisors' concurrent approval of the annexation and transfer of ad valorem property tax between the affected taxing agencies and CLMD 1687.  

For new annexations to a CLMD, our procedures require us to process the exchange of property tax revenues with all nonexempt taxing agencies. Under Section 99.01 of the California Revenue and Taxation Code, special districts providing new services to an area as a result of a jurisdictional change are entitled to a share of the annual tax increment generated in the area being annexed. CLMD 1687 meets the definition of a special district under Section 95(m) of the California Revenue and Taxation Code. CLMD 1687’s share of the annual tax increment is to be taken from all of the other local taxing agencies providing services within the annexed area with the exception of school entities, which are exempted by law. If a taxing agency involved in the negotiation does not adopt a resolution providing for the exchange of property tax revenue, the Board can determine the exchange of property tax revenue for that taxing agency.
Enclosed is a Joint Resolution between Los Angeles County and the Water Replenishment District approving and accepting the negotiated exchange of property tax revenue resulting from the annexation of the subject territory to CLMD 1687. Attached to the Joint Resolution is a Property Tax Transfer Resolution Worksheet listing the share of the annual tax increment to be exchanged with the Water Replenishment District, other affected taxing agencies, and CLMD 1687. The tax-sharing ratios listed on the worksheet were calculated using a formula approved by the County Auditor-Controller and County Counsel. As shown on the Property Tax Transfer Resolution Worksheet for L 043-2019, Tax Rate Area 12002, the current tax share ratio for the Water Replenishment District is 0.000161494. Out of the Water Replenishment District's tax share, the Water Replenishment District would allocate 0.000003375 to CLMD 1687, with a net share to the Water Replenishment District of 0.000158119. Monetarily speaking, a $10,000 increment in assessed valuation of a parcel means that the parcel will pay an additional $100 in property taxes, of which the Water Replenishment District would receive $0.0158 and CLMD 1687 would receive $0.0003.

Please have the resolution executed and returned to us in the enclosed self-addressed envelope by May 28, 2020.

If you have any questions, please contact Ms. Tigist Desta, Traffic Safety and Mobility Division, at (626) 300-4755 or tdesta@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works

EMIKO THOMPSON
Assistant Deputy Director
Traffic Safety and Mobility Division

Enc.
LOS ANGELES COUNTY PUBLIC WORKS
TRAFFIC SAFETY AND MOBILITY DIVISION
STREET LIGHTING SECTION

CLMD 1687
SOUTH WHITTIER AREA

PROPOSED ANNEXATION TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687 AND COUNTY LIGHTING DISTRICT LLA-1 (UNINCORPORATED ZONE)

LEGEND

- PROPOSED ANNEXATION AREA
- EXISTING LIGHTING MAINTENANCE DISTRICTS 1687 AND 10045B
- CITY/COUNTY BOUNDARY

NOT TO SCALE

Meeting Date: 6/4/2020   Item No. 10
Packet Page 122 of 131
RESOLUTION NO. 20-1132

JOINT RESOLUTION OF
THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES,
THE BOARD OF TRUSTEES OF THE GREATER LOS ANGELES COUNTY VECTOR
CONTROL DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION
DISTRICT NO. 18 OF LOS ANGELES COUNTY, THE CITY COUNCIL OF THE CITY
OF LA MIRADA AS SUCCESSOR OF INTEREST TO THE LA MIRADA SOUTHEAST
RECREATION AND PARK DISTRICT, THE CITY COUNCIL OF THE CITY OF
NORWALK AS SUCCESSOR OF INTEREST TO THE NORWALK–SOUTHEAST
RECREATION AND PARK DISTRICT, AND THE BOARD OF DIRECTORS OF THE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF
PROPERTY TAX REVENUES RESULTING FROM
ANNEXATION OF L 043-2019
TO COUNTY LIGHTING MAINTENANCE DISTRICT 1687

WHEREAS, pursuant to Section 99.01 of the California Revenue and Taxation Code,
prior to the effective date of any jurisdictional change that will result in a special district
providing one or more services to an area where those services have not previously
been provided by any local agency, the special district and each local agency that
receives an apportionment of property tax revenue from the area must negotiate an
exchange of property tax increment generated in the area subject to the jurisdictional
change and attributable to those local agencies; and

WHEREAS, the Board of Supervisors of the County of Los Angeles, acting on
behalf of the County Lighting Maintenance District (CLMD) 1687, Los Angeles County
General Fund, Los Angeles County Public Library, Los Angeles County Road District 4,
the Consolidated Fire Protection District of Los Angeles County, Los Angeles County
Flood Control Drainage Improvement Maintenance District, and Los Angeles County
Flood Control District; the Board of Trustees of the Greater Los Angeles County Vector
Control District; the Board of Directors of the County Sanitation District No. 18 of
Los Angeles County; the City Council of the City of La Mirada as Successor of Interest
to the La Mirada–Southeast Recreation and Park District; the City Council of the City
of Norwalk as Successor of Interest to the Norwalk–Southeast Recreation and Park
District; and the Board of Directors of the Water Replenishment District of Southern
California have determined that the amount of property tax revenue to be exchanged
between their respective agencies as a result of the annexation proposal identified as
L 043-2019 to CLMD 1687 is as shown on the attached Property Tax Transfer
Resolution Worksheet.
NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues with the CLMD 1687, Los Angeles County General Fund, Los Angeles County Public Library, Los Angeles County Road District 4, the Consolidated Fire Protection District of Los Angeles County, Los Angeles County Flood Control Drainage Improvement Maintenance District, Los Angeles County Flood Control District, the Greater Los Angeles County Vector Control District, the County Sanitation District No. 18 of Los Angeles County, the City of La Mirada as Successor of Interest to the La Mirada–Southeast Recreation and Park District, the City of Norwalk as Successor of Interest to the Norwalk–Southeast Recreation and Park District, and the Water Replenishment District of Southern California resulting from the annexation of L 043-2019 to CLMD 1687 is approved and accepted.

2. For fiscal years commencing on or after July 1, 2020, or the July 1 after the effective date of this jurisdictional change, whichever is later, the property tax revenue increment generated from the area within L 043-2019, Tax Rate Area 12002, shall be allocated to the affected agencies as indicated on the Property Tax Transfer Resolution Worksheet.

3. No transfer of property tax revenues other than those specified in Paragraph 2 shall be made as a result of the annexation of L 043-2019.

4. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect, thus, producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

PASSED, APPROVED, AND ADOPTED this _______ day of _________ 2020, by the following vote:

AYES: NOES: ABSENT: ABSTAIN:

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

By ____________________________
President, Board of Directors

ATTEST:

Secretary

Date
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<tr>
<th>ACCOUNT #</th>
<th>TAXING AGENCY</th>
<th>CURRENT TAX SHARE</th>
<th>PERCENT</th>
<th>PROPOSED DIST SHARE</th>
<th>ALLOCATED SHARE</th>
<th>ADJUSTMENTS</th>
<th>NET SHARE</th>
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TR#: 12002
DATE: JUNE 4, 2020
TO: BOARD OF DIRECTORS
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: ADOPT RESOLUTION NO. 20-1133 REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO PERMIT THE REGISTRAR-RECORDER/COUNTY CLERK TO RENDER ELECTION SERVICES FOR AN ELECTION

SUMMARY
The California Elections Code permits special districts electing governing board members to call an election. An election will be held in the District on Tuesday, November 3, 2020 for the purpose of electing two Board Members of the Board of Directors.

The Board of Directors has determined that it is desirable that said election be conducted with the General District Elections to be held on the same date and that within said District the precincts, polling places and election officers of the election be the same, and that the Registrar-Recorder/County Clerk of the County of Los Angeles canvass the returns of the election and that said District election be held in all respects as if there were only one election.

The County Clerk of the County of Los Angeles requires the Board adopt a Resolution permitting the Registrar-Recorder/County Clerk to render election services for an election.

FISCAL IMPACT
None

ADMINISTRATIVE COMMITTEE RECOMMENDATION
The Administrative Committee recommends that the Board of adopt Resolution No. 20-1133 subject to approval as to form by District Counsel, requesting the Board of Supervisors of the County of Los Angeles to permit the Registrar-Recorder/County Clerk to render election services for the November 3, 2020 Election.
RESOLUTION NO. 20-1133

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO PERMIT THE REGISTRAR-RECORDER/COUNTY CLERK TO RENDER ELECTION SERVICES FOR AN ELECTION OF SAID DISTRICT TO BE HELD ON NOVEMBER 3, 2020

WHEREAS, the California Elections Code permits special districts electing governing board members to call an election; and

WHEREAS, an election in the District is to be held on Tuesday, November 3, 2020, for the purpose of electing two members of the Board of Directors of said District; and

WHEREAS, the Board of Directors believes that it is desirable that said election be conducted with the General District Elections to be held on the same date and that within said District the precincts, polling places, and election officers of the election be the same, and that the Registrar-Recorder/County Clerk of the County of Los Angeles canvass the returns of the election and that said District election, be held in all respects as if there were only one election.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA HEREBY RESOLVES, DETERMINES, AND ORDERS AS FOLLOWS:

1. That an election is hereby called by the Board of Directors of the Water Replenishment District of Southern California to be held on November 3, 2020 for the purpose of electing two members to the Board of Directors.

2. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Los Angeles is hereby requested to consent and agree to conduct the Water Replenishment District of Southern California election with the Tuesday, November 3, 2020, General Election for the purpose of electing members to the Board of Directors of said district.

3. Said Registrar-Recorder/County Clerk is hereby authorized to canvass the returns of the Water Replenishment District of Southern California election.
4. Said Board of Supervisors is hereby requested to issue instructions to the Registrar-Recorder/County Clerk to take any and all steps necessary for the holding of said election.

5. The Water Replenishment District of Southern California shall pay in full its pro-rata share of the expenses for the conduct of the election.

6. The Water Replenishment District of Southern California shall require each candidate to pay in advance his or her pro rata share of the printing, handling, and mailing costs of his/her candidate statement as a condition to having it included in the voters’ sample ballot pamphlet.

7. The word limit for candidate’s statements shall be 200 words.

8. That the General Manager is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Registrar-Recorder/County Clerk of the County of Los Angeles.

   PASSED, APPROVED, AND ADOPTED THIS

   _________________________ DAY OF __________________, 2020.

   ____________________________
   President

ATTEST:

___________________________
Secretary
STATE OF CALIFORNIA )
COUNTY OF LOS ANGELES ) SS
WATER REPLENISHMENT DISTRICT )
OF SOUTHERN CALIFORNIA )

I, DINA J. HIDALGO, Deputy Secretary of the Water Replenishment District of Southern California, do hereby certify that the foregoing resolution was passed and adopted by the affirmative vote of at least a majority of all the members of said District at a regular meeting thereof held on the 21ST day of MAY, 2020, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dina J. Hidalgo, Deputy Secretary
Water Replenishment District of
Southern California
DATE: JUNE 4, 2020

TO: BOARD OF DIRECTORS

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: CLARIFICATION OF FINANCE/AUDIT COMMITTEE RECOMMENDATION ON WRD HIRING FREEZE

SUMMARY
On April 20, 2020 the Finance/Audit Committee recommended that the Board of Directors implement a District hiring freeze for a period of six months due to uncertainty in future revenues due to the COVID-19 pandemic. This item was then discussed and approved by the Board of Directors at the April 23, 2020 Special Board Meeting. This item has been placed on the June 4th Board meeting for further discussion and clarification at the request of the Board of Directors.

RECOMMENDATION
For discussion and possible action.