SPECIAL MEETING OF THE CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
4040 PARAMOUNT BLVD., LAKEWOOD, CA., 90712
3:00 P.M., THURSDAY, JULY 25, 2019

AGENDA

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. PUBLIC COMMENT
   Pursuant to Government Code Section 54954.3

3. AUTHORIZATION TO EXECUTE REIMBURSEMENT AGREEMENT WITH CITY OF PICO RIVERA FOR ADDITIONAL PAVING ON SAN GABRIEL RIVER PARKWAY FOR THE ALBERT ROBLES CENTER CONSTRUCTION PROJECT
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors execute a Reimbursement Agreement with the City of Pico Rivera to allow the City of Pico Rivera to reimburse WRD 100% for the additional paving along San Gabriel River Parkway for the Albert Robles Center (ARC) construction project.

4. AWARD OF CONTRACT TO PACWEST SECURITY SERVICES TO PROVIDE SECURITY SERVICES FOR THE ALBERT ROBLES CENTER AND FIELD OPERATIONS AND STORAGE ANNEX FACILITY
   Staff Recommendation: The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a General Services Agreement, subject to approval as to form by District Counsel, with PACWEST Security Services to provide security services for the Albert Robles Center (ARC) and Field Operations and Storage Annex Facility for a cost of $1,362,821, plus a 10% contingency of $136,282 for unforeseen conditions, for a total amount not to exceed $1,499,103 and with a contract term that ends on December 31, 2022.
5. **AWARD OF CONTRACT TO CORPORATE BUSINESS INTERIORS FOR FURNITURE PROCUREMENT, DELIVERY, AND INSTALLATION SERVICES FOR THE ALBERT ROBLES CENTER**

*Staff Recommendation:* The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the following for the Albert Robles Center (ARC): 1) the purchase of furniture from Allsteel Inc. pursuant to CMAS pricing for an amount not to exceed $537.65, for the purchase of furniture from Mity-Lite, Inc. pursuant to CMAS pricing for an amount not to exceed $9,607.71, and award of a contract to CBI as the authorized CMAS agent to place the orders for the furniture from Allsteel Inc. and Mity-Lite, Inc., and deliver and install the furniture for an amount not to exceed $5,710.95. The total budget for the CMAS purchases and installation in an amount not to exceed $17,443.00 (rounded), which is the total sum of $15,856.31 plus a 10% contingency of $1,586.

6. **DEPARTMENT REPORT**

*Staff Recommendation:* For discussion and possible action.

7. **DIRECTORS’ REPORTS, INQUIRIES AND FOLLOW-UP OF DIRECTIONS TO STAFF**

8. **CLOSED SESSION**

Conference with Legal Counsel – Anticipated Litigation, pursuant to Government Code §54956.9, One (1) Matter

9. **ADJOURNMENT**

The Committee will adjourn to the next meeting currently scheduled for August 8, 2019, at 11:00 a.m.

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In compliance with the Americans with Disabilities Act (ADA), if special assistance is needed to participate in the meeting, please contact Brandon Mims, 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. 3

DATE: JULY 25, 2019
TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE
FROM: ROBB WHITAKER, GENERAL MANAGER
SUBJECT: AUTHORIZATION TO EXECUTE REIMBURSEMENT AGREEMENT WITH CITY OF PICO RIVERA FOR ADDITIONAL PAVING ON SAN GABRIEL RIVER PARKWAY FOR THE ALBERT ROBLES CENTER CONSTRUCTION PROJECT

SUMMARY
WRD is currently constructing an advanced water treatment facility (AWTF), referred to as the Albert Robles Center (ARC), on a 5.2-acre property located at 4320 San Gabriel River Parkway (site) in the City of Pico Rivera, California. As part of this project, the contractor, JF Shea Construction, Inc. is required to repave and restripe San Gabriel River Parkway in front of the site. The City requested additional paving along San Gabriel River Parkway just north of the site and agreed to reimburse WRD 100% for this change order.

The change order cost for the additional paving along San Gabriel River Parkway totaled $39,885.30. A Reimbursement Agreement was drafted by WRD’s counsel and it was approved by the Pico Rivera City Council on July 9, 2019. Staff recommends the Board of Directors approve execution of the Reimbursement Agreement to allow the City of Pico Rivera to reimburse WRD 100% for the additional paving.

FISCAL IMPACT
None

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors execute a Reimbursement Agreement with the City of Pico Rivera to allow the City of Pico Rivera to reimburse WRD 100% for the additional paving along San Gabriel River Parkway for the Albert Robles Center (ARC) construction project.
Agreement No. 19-1894

REIMBURSEMENT AGREEMENT
BY AND BETWEEN THE CITY OF PICO RIVERA
AND
THE WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA
REGARDING REIMBURSEMENT FOR
ADDITIONAL PAVING REQUESTED BY THE CITY OF PICO RIVERA

This Reimbursement Agreement, hereinafter ("Agreement"), is made and entered as of July 9, 2019 by and between the City of Pico Rivera ("City"), and the Water Replenishment District of Southern California ("WRD") or together as ("Parties").

RECITALS

WHEREAS, WRD as part of its obligations under an existing Conditional Use Permit (CUP) number 728 approved on July 18, 2016 is required to pave portions of San Gabriel River Parkway adjacent to the WRD project; and

WHEREAS, the City has approached WRD and requested that the WRD pave an additional area for the City of Pico Rivera identified in Exhibit "A" to this Agreement; and

WHEREAS, the City has agreed to pay for the additional requested paving; and

WHEREAS, the costs for the additional paving requested are identified in Exhibit "B" to this Agreement; and

WHEREAS, WRD agrees to contract with its contractor J.F. Shea Construction Inc. in order to provide the additional paving requested by City, provided that the City agrees to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS UNDERSTOOD AND AGREED BETWEEN THE PARTIES:

Section 1: The above recitals are incorporated herein as provisions of this Agreement.

Section 2: City hereby requests that WRD undertake the additional paving as set forth herein.

Section 3: City hereby agrees to reimburse WRD within 90 days of the date of this Agreement for the indicated costs for paving on behalf of the City.
Section 4: City agrees to be bound by the terms of this Agreement in consideration of the services and assistance of WRD and its contractors as contemplated and set forth herein.

Section 5: Availability of Records and Audits Upon thirty (30) days written notice, Parties hereto may examine, inspect, copy, review and audit any documents or records within the custody or control of the other Party relating to any and all aspects of services related to this Agreement or charges or credits incurred or received in relation to this Agreement.

Section 6: Amendments This Agreement only applies to the terms contained herein and is a fully integrated agreement. Any amendment as to the terms of this Agreement requires the written agreement of the Parties in an amendment to this Agreement.

Section 7: Notices Any and all notices related to this Agreement shall be made in writing and may be given by personal delivery, by mail, or by facsimile. Such notices sent by mail should be sent to the designated contact person for each Party and addressed as follows:

City
City of Pico Rivera
Attn: Luis Osuna
6615 Passons Boulevard
Pico Rivera, CA 90660

WRD
Water Replenishment District of Southern California
Safe Drinking Water Program Manager
4040 Paramount Boulevard
Lakewood, CA 90712

Section 8: Authority Each of the Parties hereto represents and warrants to the other that it has full power and authority and has obtained all approvals required by its governing board or governing body necessary to enter into, and perform its obligations under, this Agreement and that the individual executing this Agreement on its behalf has the legal power, rights, and authority to bind such party.
Section 9: Counterparts This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall, taken together, be considered one and the same agreement.

Section 10: Governing Law This Agreement shall be construed and enforced in accordance with the laws of the State of California, without giving effect to rules governing the conflict of laws.

Section 11: No Assignment Neither party shall assign or otherwise transfer this Agreement or its right or interest or any part thereof to any third party, without the prior written consent of the other party. No assignment of this Agreement shall relieve theassigning party of its obligations until such obligations have been assumed in writing by the assignee. When duly assigned in accordance with the forgoing, this Agreement shall be binding upon and inure to the benefit of the assignee.

Section 12: Attorneys’ Fees If any legal suit, action, or proceeding (collectively, and together with all appeals thereof, each a “Legal Proceeding”) is commenced under this Agreement or to enforce this Agreement, in addition to any other relief to which the successful or prevailing party or parties are entitled, the successful or prevailing party or parties shall be entitled to recover, and the non-prevailing party or parties shall pay (a) reasonable attorneys’ fees and expenses of the successful or prevailing party or parties, (b) court costs, and (c) other out-of-pocket expenses incurred by the successful or prevailing party or parties in such Legal Proceeding.

IN WITNESS WHEREOF, the parties thereto have executed this Reimbursement Agreement to be executed by their duly authorized representatives.

CITY OF PICO RIVERA

Date: 7-9-19 By: [Signature]

Brent A. Tercero, Mayor

APPROVED AS TO FORM

Date: 7-9-19 By: [Signature]

Arnold M. Alvarez-Glassman, City Attorney
WATER REPLENISHMENT DISTRICT
OF SOUTHERN CALIFORNIA

Date: ________________    By: __________________________________________

John D.S. Allen, President, Board of Directors

Date: ________________    By: __________________________________________

Secretary, Board of Directors

APPROVED AS TO FORM

Date: ________________    By: __________________________________________

Leal Trojo APC, District Counsel
EXHIBIT "A"
June 13, 2019

Water Replenishment District of Southern California
4040 Paramount Boulevard
Lakewood, California, 90712
Attn. Robb Whitaker

Subject: Additional 2” Rubberized AC Paving on San Gabriel River Parkway

Request for Change Order # 51 Revision 1

Dear Mr. Whitaker

Please see the following proposal detailing the costs to grind and pave on San Gabriel River Parkway. The City of Pico Rivera requested an additional 13,200 SF outside the scope of our work area. This proposal is based on performing the work during the mobilization of our contract work. Currently, the contract paving is scheduled to begin June 17, 2019. The revised total of the proposed extra work including markups is $39,885.30.

If you have any questions or concerns, please feel free to contact me at (626) 423-3229.

Sincerely,

[Signature]

Jim Pieri
Project Manager
J.F. SHEA CONSTRUCTION INC.

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<th>Item</th>
<th>Description</th>
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<td>Additional 7&quot; Reclaimed AC paving on San Gabriel River Parkway requested by the City of Pico Rivera.</td>
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8/13/2019 at 7:25 AM
J F Shea Construction

Meeting Date: 7/25/2019    Item No. 3
J F SHEA CONSTRUCTION

ATTN: JIM PIERI

JOB LOCATION: SAN GABRIEL RIVER PARKWAY PAVING (ADDITIONAL WORK)
4290 SAN GABRIEL RIVER PARKWAY
CITY OF PICO RIVERA

RUBBERIZED ASPHALT:

1. COLDPLANE APPROX 13,200 SF AT A DEPTH OF 2" PER CITY SPECS PRIOR TO PAVING

2. FURNISH, DELIVER AND LAY ASPHALTIC CONCRETE RUBBERIZED FOR APPROX 13,200 SF AT A DEPTH OF 2" PER QTY SPECS

PRICE PER SF
$2.43

*ASPHALT PAVING TO BE DONE AT THE SAME TIME AS J F SHEA CONTRACT PAVING

PRICE INCLUDES:

1. ONE MOVE-IN
2. LABOR, EQUIPMENT AND MATERIAL
3. TRAFFIC CONTROL PER WATCH MANUAL

*WATER TO BE PROVIDED TO AN ONSITE SOURCE PROVIDED BY OTHERS

EXCLUDES: CONCRETE WORK, ENGINEERING, TESTING, CUT, LOAD, HAUL, SWEEP, DISPOSAL FEES, FLAT TACK, PERMITS, INSPECTIONS FEES, ASPHALT REINFORCING FABRIC, ADJUSTING OF UTILITIES, GRADING, ROCK BASE, TRAFFIC LOPS, STRIPING, WATER, PRIME COAT, FOAM SEAL, SEAL COAT, SURVEY, SIGNAGE, BOND POSTING OF NO PARKING OR NOTIFICATIONS OF RESIDENTS, SWPPP, CRACKFILL, STRIPING REMOVAL, LAYOUT, TRAFFIC CONTROL PLANS, REDWOOD HEADER, RAILROAD PERMITS, HAZARDOUS WASTE REMOVALS, ANY PROJECT LABOR AGREEMENTS, CCP INSURANCE, COLDMIX REMOVAL OR ANY OTHER WORK NOT LISTED ABOVE.

NOTE: ALL LIMITS TO BE PAINTED OUT BY OTHERS PRIOR TO ALL AMERICAN ASPHALT DOING WORK.
P.O. MUST BE ISSUED WITHIN 30 DAYS FOR QUOTE TO BE VALID.

PRICE MAY VARY DEPENDING ON ACTUAL QUANTITIES AND SCOPE OF WORK

SUBMITTED BY: BOB LOTH 951-757-8026

QUOTE ACCEPTED BY: ___________________________ DATE: ___________________________
## Proposal

**Contractor's Lic. # 877685**  
**UNION CONTRACTOR - Laborers Local # 1184**  
**Class A, B, C 31, C 32, D 6, D 38, D 42, D 64**  

**Addenda Noted:**  
**Dir. Cert. Number:** 1600035503  
**Estimator:** Alex Martinez  
**Cell Phone:** (714) 493-5906  
**Email:** Alexm@bctraffic.com

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**Project Inclusions / Exclusions:**

A. A minimum of 15 working days prior notification is required for each move-in. BC Traffic will not be impacted by liquidated damages assessed by the Contractor / Agency due to an inadequate amount of time to completed BC Traffic Operations. General Contractor is to submit in writing a project schedule prior to the above noted working day requirement.

B. The following materials and services are included in this quote: Thermoplastic (Yes), Paint (No), Markers (Yes), Traffic Signs-Stripping Plans Only (No), Mast Arm Signs - To be Supplied Only (No), Thermo Paint removal (No), Marker removal (No), Temporary Striping (No), Temp lab removal (No), Post “No Parking” Signs (No), Curb Painting (No), Channelizers (No), Traffic Loops (No)

C. Total move-ins included in this quote for Permanent Striping / Striping Removals will be as noted:
   - Additional Cost for BC Traffic to remobilize its Crew will be charge at the following cost: 1 EA $ 1,950.00

D. Traffic control (Yes) is included in this quote. Traffic control when included in this quote is only for BC Rentals, Inc. Operations.

E. If General Contractor or any of its sub-contractors work within BC Rentals, Inc. traffic control, the expense will be shared accordingly at BC Rentals, Inc. discretion. No advance posting, signing, or CMS is included for BC Rentals, Inc. traffic control.

F. Primes Contractor to provide us with a JOSITE secure area for temporary storage of all hazardous strip removal debris.

G. Primes Contractor to provide disposal area & dispose of all non-hazardous stripe & marker debris. Disposal area to be on site.

H. If any striping removals fall below the roadway surface or the grooves of the roadway, BC Traffic will not be held responsible for striping removal of that material.

I. If Dump Site can’t be provided, then please add the following cost to the proposal for disposal services: $ 1,200.00

J. Pre-striping pavement preparation, including sweeping, concrete curing material removal are to be provided by others.

K. If Bonding is required Please add 3% to the total bid price. A minimum price of $ 400.00 will be required for all bonds.

L. For BC Traffic Insurance requirements please read General Term & Conditions for Insurance Limitations.

M. Upon Award of Contract, BC Traffic will submit its weather policy statement that will become a binding document to the contract.

N. Contractor is responsible for markings of all sign & post installations. It's Contractor's responsibility to remove USA Markings.

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**Contractor to provide monthly progress payments for all completed work in accordance with the bid pricing schedule. Monthly payments must be received in full by BC Traffic no later than 10 calendar days after the Contractor receives payment from Owner for our completed work. Delinquent payments will be subject to the highest interest rate allowed by law.**

**Retainage percentage on monthly progress payments to be no greater than the percentage retained by the Owner on its payments to the Contractor. If Owner reduces the retainage percentages on payments to the Contractor, the Contractor shall likewise reduce the retainage percentage on payments to BC Traffic Specialist. Full retention to be released no later than thirty (30) days after completion**

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### Item: Install of Thermoplastic Striping within the limits of AC Paving as Noted per Email Attachment

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<th>Item Description</th>
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<th>Unit</th>
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<td>All Striping will be installed in Thermoplastic</td>
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**BID TOTAL:** $ 2,160.00
of BC Traffic Specialist work. Excessive or delinquent retals will be subject to the highest interest rate allowed by law.

General Terms & Conditions

NOTE: All contracts must be written to our legal corporate name "BC Rentals, LLC"

BC Rentals, Inc. requires a written contract, purchase order or signed quote prior to the start of work.

Any required Testing, Engineering, Design, Permits, Licenses or Applications, and the like to be provided by others.

Prices are based on Plans & Specifications available at bid time, including all addenda. Any request for work (post bid) under conditions differing from those represented by the Prime Contract Documents, including but not limited to: altered phasing or staging, design changes, modified layout resulting from plan errors or inaccurate designs, will require payment for additional work to be made to BC Rentals, Inc. at an amount agreed upon prior to performing this work. If an amount cannot be agreed upon prior to performing the additional work the amount will be determined using Caltrans Force Account Rates or unit prices established in the bid pricing schedule, or a combination thereof; whichever method results in a higher overall payment.

BC Rentals, Inc. is not responsible for delays caused by and or resulting from activities or non-activities of others, including but not limited to, owner, contractor, vendors, suppliers, other subcontractors and other factors not in direct control of BC Rentals, Inc. For the delays caused by the aforementioned, BC Rentals, Inc. will be reimbursed for all direct and indirect costs plus a mark up of forty percent (40%), or as specified and allowed by the Prime Contract if the delays are caused by the Owner / Agency. BC Rentals, Inc. will be granted an extension of time to perform its work tantamount to the delays.

Price includes General Liability Insurance coverage up to Two Million Dollars, Auto Liability up to One Million Dollars, and Umbrella Liability up to Five Million Dollars. Bid Price does not include cost for insurance requirement beyond that requirement. Price does not include any special insurance requirement (i.e. Railroad insurance, etc.). An additional cost will be required for this type of policy.

BC Rentals, Inc. requires fifteen (15) working days notice prior to commencement of any production activity. If any of BC Rentals, Inc. work will be a controlling operation on the critical path of this project, BC Rentals, Inc. must be notified in writing prior to execution of the Subcontract Agreement and provided with a CPM schedule which details this work. Failure to provide this information will waive the Contractor’s right to recover liquidated damages from BC Rentals, Inc. for this work.

All changes to the original scope of work or proposed extra work must be directed by the Contractor in writing prior to BC Rentals, Inc. performing this work.

For the purpose of this Subcontract Quotation one (1) move-in is considered to be: a period of consecutive eight (8) hour days of continuous work, not including weekends and holidays. Any discontinuities in this period, other than weekends and holidays, or for our own convenience, will be charged as an additional move-in at the Addition Move-In Charge as quoted herein.

BC Rentals, Inc. must receive a letter of intent to award us the subcontract no later than (30) calendar days after bid date or this Subcontract Quotation becomes null and void. Also, This quote shall become a part of any and all subcontract agreements and / or purchases orders related to the project. Violation of this action will nullify this proposal.

Submitted by: Alex Martinez, Estimator
P: (714) 974-1190 F: (714) 974-1753 C: (714) 493-5906

I hereby accept all terms and conditions of this proposal and that this proposal will be incorporated into all contract agreements

Signature: ___________________________ Print Name: ___________________________

Company: ___________________________ Position: ___________________________
DATE: JULY 25, 2019

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AWARD OF CONTRACT TO PACWEST SECURITY SERVICES TO PROVIDE SECURITY SERVICES FOR THE ALBERT ROBLES CENTER AND FIELD OPERATIONS AND STORAGE ANNEX FACILITY

SUMMARY

On May 2, 2019, the WRD Board of Directors approved the release of a Request for Proposal (RFP) to retain a firm that can provide full-time, 24-hour security personnel for WRD’s Albert Robles Center (ARC) and continue nightly patrol services at the Field Operations and Storage Annex Facility (Annex Facility). The Conditional Use Permit for ARC requires full-time security 24 hours a day, 365 days a year. Nightly patrol services at the Annex Facility are currently provided by Platt Security Systems Inc., but this contract shall expire soon and funds are insufficient to continue patrol visits beyond August 2019.

On May 20, 2019, WRD issued an RFP for Security Services for the ARC and Annex Facility. The RFP was posted on the WRD’s website and issued to a list of 41 firms that either previously worked for WRD or were found through an internet search of local security firms. A mandatory pre-proposal meeting was held on June 5, 2019, at which eight firms were represented. In addition, questions and answers from the pre-proposal meeting and subsequent inquiries were also posted on the WRD website.

On June 20, 2019, the District received proposals from five firms; only two of the firms, specifically PACWEST Security Services and Alltech Industries, Inc., actually attended the mandatory pre-proposal meeting. Since the other firms were disqualified, District staff only evaluated the proposals from PACWEST Security Services and Alltech Industries, Inc. The evaluation criteria included project team and qualifications, project understanding and approach, performance on similar or related projects, billing rates, and organizational and support resources. Based on the results of the proposal evaluations, PACWEST Security Services was deemed the most qualified firm. PACWEST Security Services demonstrated the best understanding and approach, with ample experience in providing full-time security guards for public and private clients. As a result, staff
recommends award of contract to PACWEST Security Services to provide security services at ARC and the Annex facility for three years.

**FISCAL IMPACT**

The cost of this contract is $1,362,821 with a 10% contingency of $136,282 for a total of $1,499,103.

The first-year costs will be paid from the 2019/20 operating budget, with future amounts to be included in future fiscal year operating budgets.

**STAFF RECOMMENDATION**

The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors enter into a General Services Agreement, subject to approval as to form by District Counsel, with PACWEST Security Services to provide security services for the Albert Robles Center (ARC) and Field Operations and Storage Annex Facility for a cost of $1,362,821, plus a 10% contingency of $136,282 for unforeseen conditions, for a total amount not to exceed $1,499,103 and with a contract term that ends on December 31, 2022.
DATE: JULY 25, 2019

TO: CAPITAL IMPROVEMENT PROJECTS (CIP) COMMITTEE

FROM: ROBB WHITAKER, GENERAL MANAGER

SUBJECT: AWARD OF CONTRACT TO CORPORATE BUSINESS INTERIORS FOR FURNITURE PROCUREMENT, DELIVERY, AND INSTALLATION SERVICES FOR THE ALBERT ROBLES CENTER

SUMMARY

WRD is constructing an Advanced Water Treatment Facility (AWTF), which includes an Administration and Learning Center (ALC) and Process Building, referred to as the Albert Robles Center (ARC), on a 5.2-acre property located at 4320 and 4330 San Gabriel River Parkway (site) in the City of Pico Rivera, California. WRD would like to procure round banquet tables and storage racks for the tables and chairs in the Multi-Function Room in the ALC.

To reduce the fiscal impact of the furniture procurement for the ARC, WRD obtained a quote from Corporate Business Interiors (CBI), who utilizes furniture manufacturers that have 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, furniture manufacturers with DGS PD CMAS agreements offer a wide variety of commodities and services at discounted prices (60% to 70% off retail price), which have been assessed by DGS to be fair, reasonable, and competitive.

CBI prepared a proposal with a total amount of $15,856.31 that includes quotes from two furniture manufacturers, Allsteel, Inc. and Mity-Lite, Inc., that currently have DGS PD CMAS agreements, along with design and installation costs by CBI. CBI is the authorized dealer for these furniture manufacturers through the DGS PD and installation is required through the authorized dealer. Mity-Lite, Inc. will provide the round banquet tables and associated storage racks for an amount not to exceed $9,607.71 and Allsteel, Inc. will provide two additional storage racks for the existing chairs in the Multi-Function Room for an amount not to exceed $537.65. CBI will deliver and install the furniture for a cost not to exceed $5,710.95.

All pricing in the CBI proposal was based on DGS PD CMAS discounted rates. Per CMAS requirements, Allsteel, Inc. and Mity-Lite, Inc. will invoice the District separately once CBI orders the furniture from these manufacturers.
FISCAL IMPACT
The cost of this contract is $15,856.31, plus a 10% contingency of $1,586, for a total of $17,443 (rounded).
Expenditures will be funded from the ARC capital budget.

STAFF RECOMMENDATION
The Capital Improvement Projects (CIP) Committee recommends that the Board of Directors approve the following for the Albert Robles Center (ARC): 1) the purchase of furniture from Allsteel Inc. pursuant to CMAS pricing for an amount not to exceed $537.65, for the purchase of furniture from Mity-Lite, Inc. pursuant to CMAS pricing for an amount not to exceed $9,607.71, and award of a contract to CBI as the authorized CMAS agent to place the orders for the furniture from Allsteel Inc. and Mity-Lite, Inc., and deliver and install the furniture for an amount not to exceed $5,710.95. The total budget for the CMAS purchases and installation in an amount not to exceed $17,443.00 (rounded), which is the total sum of $15,856.31 plus a 10% contingency of $1,586.
This General Services Agreement (the “Agreement”) is made and entered into this day of August 2019, by and between the Water Replenishment District of Southern California (“District”) and Corporate Business Interiors (CBI), (“Contractor”) (collectively the “Parties” or individually as “Party”) for the furnishing of certain products and/or professional services upon the following terms and conditions.

1. Scope of Services. Contractor shall perform the scope of services described in Exhibit A (hereinafter referred to as “Services”), attached hereto and incorporated herein by this reference. Tasks other than those specifically described in Exhibit A shall not be performed without a prior written amendment to this Agreement. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, this Agreement shall prevail.

1.1 Standard of Performance. In performing the scope of services under this Agreement, Contractor shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession.

1.2 Assignment of Personnel. Contractor shall assign only competent personnel to perform services in connection with this Agreement.

2. Term. The term of this Agreement shall commence on August 20, 2019 and shall end on June 30, 2020 (the “Expiration Date”).

2.1 Termination by District

2.1.1 Termination for Convenience. The District may terminate this Agreement for its convenience at any time within ten (10) days written notice to Contractor. Contractor's compensation in the event of such a termination shall be exclusively limited to payment for all authorized services performed and for all authorized expenses incurred up to the effective date of such termination. Contractor understands and agrees that it shall not be entitled to any additional compensation or reimbursement whatsoever in the event of such termination.

3. Contractor's Compensation. District will compensate Contractor for services performed and for expenses incurred pursuant to this Agreement as follows:
3.1 *Fee.* District hereby agrees to pay Contractor for the Scope of Services, whether by fixed price, hourly rates subject to fixed rate schedule, pursuant to the fee schedule described in Exhibit A and incorporated herein by this reference, which may not be changed except with District’s written approval. Total compensation for work performed under this Agreement shall not exceed $5,710.95.

3.2 *Reimbursable Expenses.* No expenses, costs, or liabilities of Contractor shall be reimbursable unless the obligation and manner of reimbursement is expressly set forth in the scope of services and fee schedule (Exhibit A).

4. **Project Site.** Contractor shall perform the Services in such a manner as to cause a minimum of interference with District’s operations and the operations of other contractors at each Project site and to protect all persons and property thereon from damage or injury. Upon completion of the Services at a Project site, Contractor shall leave such Project site clean and free of all tools, equipment, waste materials and rubbish. Each Project site may include all buildings, offices, and other locations where Services are to be performed, including any access roads. Contractor shall be solely responsible for the safe transportation and packing in proper containers and storage of any equipment required for performing the Services, whether owned, leased or rented. District will not be responsible for any such equipment which is lost, stolen or damaged or for any additional rental charges for such equipment. Equipment left or stored at a Project site, with or without permission, is at Contractor’s sole risk. District may assume that anything left on the work site an unreasonable length of time after said work is completed has been abandoned. Any transportation furnished by District shall be solely as an accommodation and District shall have no liability therefore. Contractor acknowledges and agrees that it shall assume the risk and is solely responsible for its use of any District owned equipment and property provided by District for the performance of Services. District shall have no liability to Contractor therefore. In addition, Contractor further acknowledges and agrees that it shall assume the risk and is solely responsible for its owned, non-owned and hired automobiles, trucks or other motorized vehicles as well as any equipment, tolls, or other property which is utilized by Contractor on each Project site.

5. **Contractor Status.** Contractor is an independent contractor and neither Contractor nor any employee of Contractor is or will be treated as an employee of the District under this Agreement. District controls the result to be accomplished under this Agreement, but not the means by which Contractor achieves such results.

5.1 Payments made to Contractor pursuant to this Agreement shall be the sole and complete compensation to which Contractor is entitled. Contractor is solely responsible for any taxes levied by local, state or federal authorities on such sums. Contractor shall defend and indemnify the District for any taxes, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to properly withhold taxes as a result of any determination that Contractor,
or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.2 District will not make any contribution to any retirement plan or Social Security on behalf of Contractor or any of Contractor’s employees. Contractor shall defend and indemnify the District for any contribution, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to contribute to any retirement plan or Social Security as a result of any determination that Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.3 District will not make any payments to Contractor, or Contractor’s employees, which rely upon employee status, including, but not limited to, FLSA and other overtime and minimum wage requirements, prevailing wage laws, worker’s compensation benefits, FMLA, CFRA, Paid Leave, and unemployment benefits. Contractor shall defend and indemnify the District for any payment, fines, penalties and attorneys’ fees assessed or threatened to be assessed against District for failure to make any such payment or otherwise provide the benefits of such laws as a result of any determination that Contractor, or any of Contractor’s employees, is an employee rather than an independent contractor of District.

5.4 Contractor shall comply with the Political Reform Act of 1974, as amended including, but not limited to, disclosure of all conflicts of interest and other financial disclosure requirements required thereunder.

6. Instructions to Contractor. In the performance of the services set forth in this Agreement, Contractor shall report to and receive instructions from the following person on behalf of the District: Robb Whitaker, Rob Beste, and Phuong Watson.

7. Subcontractor Services. Any subcontractors to be used by Contractor in the performance of the scope of services shall be identified in Exhibit A hereto. Contractor shall obtain the District’s prior written approval before retaining a subcontractor to perform any portion of the scope of services of this Agreement. Notwithstanding Contractor’s use of any subcontractors, Contractor shall be responsible to the District for the performance of its subcontractors as it would be if Contractor had performed those services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the District and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall defend and indemnify the District for any payment, fines or penalties assessed or threatened to be assessed against District as a result of any claim brought by any subcontractor of Contractor for any matter arising from, or related to, the services performed by subcontractor under this Agreement.

8. Compliance With Laws and Regulations; Licensing. Contractor shall perform its services under this Agreement in compliance with all applicable provisions of Federal, State and
local laws, statutes, codes, rules, regulations, ordinances and professional standards (“Applicable Laws”). By entering into this Agreement, Contractor represents and warrants that it possesses and will keep current all license and registrations required by Applicable Laws to enter into this Agreement and to perform the scope of services hereunder.

9. **Insurance**. Contractor, at its sole cost and expense, shall obtain, keep in force, and maintain the following policies of insurance at all times while this Agreement is in effect, and shall not commence any work under this Agreement until proof of such insurance has been provided to the District. The coverages provided by such insurance shall not be construed as limitations of liability.

9.1 **Required Policies**.

9.1.1 **Commercial General Liability Insurance** (contractual, products, and completed operations coverages included) with a combined single limit of no less than $1,000,000 and a general aggregate limit of no less than $1,000,000.

9.1.2 **Business or Comprehensive Automobile Liability Insurance** for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than $1,000,000 per accident.

9.1.3 **Employers’ Liability Insurance** with limits of $1,000,000 per claim and $1,000,000 in the aggregate.

9.1.4 **Workers’ Compensation Insurance** as required under the Workers’ Compensation Insurance and Safety Act of the State of California.

9.2 **Required Terms**.

9.2.1 All policies except workers’ compensation shall name as additional insureds the Water Replenishment District of Southern California, its directors, officers, employees, agents and representatives.

9.2.2 All policies shall be written on an occurrence basis. If a policy may only be obtained on a claims made basis, the policy shall be maintained continuously for a period of no less than three (3) years after the date of final completion of the scope of services under this Agreement.

9.2.3 All policies shall provide that coverage cannot be cancelled without twenty (20) days prior written notice to the District.

9.2.4 All insurance required under this Agreement shall be considered primary to any insurance maintained by the District. All policies except
Professional Liability shall include waivers of subrogation in favor of the District and its insurers.

9.2.5 All polices required under this Agreement shall be issued by companies authorized to transact insurance business in the State of California acceptable to the District and having a Best rating of A- or better.

10. **Indemnification.** Contractor shall indemnify, defend and hold harmless the District and its directors, officers, employees, agents and representatives (collectively “District”), from and against any and all claims, liabilities, costs, damages, suits, proceedings, injuries (including injuries to real and personal property, and injuries to persons, including death) incurred by District (“Losses”), as a result of Contractor’s breach of any provision of this Agreement, Contractor’s failure to comply with applicable laws, Contractor’s negligent acts or omissions, or Contractor’s willful misconduct. However, Contractor’s obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the Losses. Nothing in this paragraph shall constitute a waiver or limitation of any legal rights which the District may have including, without limitation, the right to implied indemnity.

11. **Warranty.**

11.1 In addition to any and all warranties provided or implied by law or public policy, Contractor warrants that all Services (including but not limited to all equipment and materials supplied in connection therewith) shall be free from defects in design and workmanship, and that Contractor shall perform all Services in accordance with all applicable engineering, construction and other codes and standards, and with the degree of high professional skill normally exercised by or expected from recognized professional firms engaged in the practice of supplying services of a nature similar to the Services in question. Contractor further warrants that, in addition to furnishing all tools, equipment and supplies customarily required for performance of work, Contractor shall furnish personnel with the training, experience and physical ability, as well as adequate supervision, required to perform the Services in accordance with the preceding standards and the other requirements of this Agreement. In addition to all other rights and remedies which District may have, District shall have the right to require, and Contractor shall be obligated at its own expense to perform, all further services which may be required to correct any deficiencies which result from Contractor’s failure to perform any Services in accordance with the standards required by this Agreement. Moreover, if, during the term of this Agreement (or during the one (1) year period following the term hereof), any equipment, goods or other materials or Services used or provided by Contractor under this Agreement fail due to defects in material and/or workmanship or other breach of this Agreement, Contractor shall, upon any reasonable notice from District, replace or repair the same to District’s satisfaction. Unless otherwise expressly permitted, all materials and supplies to be used by Contractor in the performance of the Services shall be...
new and best of kind.

11.2 Contractor hereby assigns to District all additional warranties, extended warranties, or benefits like warranties, such as insurance, provided by or reasonably obtainable from suppliers of equipment and material used in the Services.

12. **Health and Safety Programs.** The Contractor shall establish, maintain, and enforce safe work practices, and implement an accident/incident prevention program intended to ensure safe and healthful operations under their direction. The program shall include all requisite components of such a program under Federal, State and local regulations and shall comply with all District site programs.

12.1 Contractor will be responsible for acquiring job hazard assessments as necessary to safely perform all duties of each Project and provide a copy to District upon request.

12.2 Contractor will be responsible for providing all employee health and safety training and personal protective equipment in accordance with potential hazards that may be encountered in performance of Project and provide copies of the certified training records upon request by District. Contractor shall be responsible for proper maintenance and/or disposal of their personal protective equipment and material handling equipment.

12.3 Contractor is responsible for ensuring that its lower-tier subcontractors are aware of and will comply with the requirements set forth herein.

12.4 Contractor shall immediately report any injuries to the District site safety representative. Additionally, the Contractor shall investigate and submit to the District site safety representative copies of all written accident reports, and coordinate with District if further investigation is requested.

12.5 Contractor shall develop a plan to properly handle and dispose of all hazardous wastes they generate within the Scope of Services.

12.6 Contractor shall advise its employees and subcontractors that any employee, who jeopardizes his/her safety and health, or the safety and health of others, may be subject to actions including removal from Project.

13. **Arbitration and Attorneys’ Fees.** Any dispute arising from or relating to this Agreement shall be submitted to final and binding arbitration before an arbitrator who is a member of the National Academy of Arbitrators. The parties will obtain a list of five names of potential arbitrators from the National Academy of Arbitrators, or the American Arbitration Association, and will take turns striking the names of arbitrators until one arbitrator remains, who shall preside over the arbitration. The arbitrator will have no power to rewrite any of the terms of this Agreement. The parties shall split the cost of
the arbitrator’s fee and any court reporter required by the arbitrator or if both parties agree to having the proceedings taken down by a court reporter. The prevailing Party in any action arising from or relating to this Agreement shall be entitled to recover its reasonable attorneys fees, expert witness fees and arbitration fees and costs in addition to any other relief and recovery ordered by the arbitrator or other tribunal hearing any matter related to this Agreement.

14. **Conflict of Interest.** No official of the District who is authorized in such capacity and on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this Agreement, or any contract or subcontract relating to work to be performed pursuant to this Agreement, shall become directly or indirectly personally interested in this Agreement or in any part thereof. Contractor shall not accept employment or contract during the term of this Agreement with any firm or individual for the provision of services if such employment or contract would conflict directly with the Services provided to the District under this Agreement.

15. **Equal Opportunity.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status or national origin.

16. **Successors and Assigns.** This Agreement shall inure to the benefit of, and be binding upon, the District, Contractor, and their respective successors and assigns provided, however, that no assignment of the duties or benefits under this Agreement shall be made without the written consent of the Contractor and the District.

17. **Choice of Law and Venue.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. The Parties agree that the exclusive venue for any action or proceeding arising from or relating to this Agreement shall be in the County of Los Angeles, State of California.

18. **Notices.** All notices provided by this agreement shall be in writing and shall be sent by first-class mail and facsimile transmission as follows;

If to the District:

**Water Replenishment District of Southern California**

4040 Paramount Blvd.

Lakewood, CA 90712

Phone: (562) 921-5521

Fax: (562) 921-6101
Remit all invoices to:

Accounts Payable
Water Replenishment District of Southern California
4040 Paramount Blvd.
Lakewood, CA 90712
(562) 921-5521

If to Contractor:

Lyn Vernazza
Corporate Business Interiors
3501 Jamboree Road
South Tower, Suite 400
Newport Beach, CA 92660
Phone: 714-582-1915
Email: lyn@cbimail.com

19. Amendments. This Agreement may be modified only by a writing signed by the Parties hereto.

20. Integration; Construction. This Agreement sets forth the final, complete and exclusive expression of the Parties’ agreement with respect to the subject matter hereof, and supersedes any and all other agreements, representations, and promises, whether made orally or in writing. The Parties represent and warrant that they are not entering into this Agreement based upon any representation or understanding that is not expressly set forth in this Agreement. This Agreement shall be construed as the product of a joint effort between the Parties and shall not be construed against either Party as its drafter.

21. Effective Date. This Agreement is effective as of the date first set forth above.

22. Authority. Each person signing this Agreement represents that he or she has the authority to do so on behalf of the Party for whom he or she is signing.

[SIGNATURES ON THE NEXT PAGE]
IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed the day and year first above written.

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALIFORNIA

__________________________________________  ________________________________
Signature                                        Signature

John D. S. Allen                                  
Print Name                                        Print Name

President, Board of Directors                     Secretary, Board of Directors

Title                                             Title

CORPORATE BUSINESS INTERIORS, ("CONTRACTOR")

__________________________________________
Signature

__________________________________________
Print Name

__________________________________________
Title

Approved As To Form
LEAL, TREJO APC

Attorneys for the Water Replenishment District of Southern California
EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE

1. Contractor shall be compensated for actual services performed in accordance with this Agreement per the scope of services and fee schedule described in Exhibit A-1. The scope of services under this agreement are for design and specification fee, project management fee and prevailing wage labor fee services. No furniture is being provided in this agreement. The furniture that requires these services will be ordered under two separate California Multiple Award Schedules (CMAS) agreements with two (2) furniture manufactures detailed in Exhibit A-2 and A-3.

2. The order(s) of furniture will be made to the two (2) following furniture manufacturers by the Contractor:

   a. Allsteel, Inc, - California Multiple Award Schedules (CMAS) Agreement attached herein as Exhibit A-2;
   b. Mity-Lite, Inc. - California Multiple Award Schedules (CMAS) Agreement attached herein as Exhibit A-3.

3. A budgetary amount of $5,710.95 (which amount applies to Contractor’s fee) is established for this Agreement. Notwithstanding any other provision of this Agreement, the District shall not be obligated to pay Contractor any amount in excess of said budgetary amount absent prior written approval from the District. Likewise, Contractor shall not be obligated to perform services or incur expenses in excess of the budgetary amount absent prior written approval from the District.
EXHIBIT “A-1”

CONTRACTOR’S SCOPE OF SERVICES AND FEE SCHEDULE
SUMMARY SECTION

Allsteel will have a price increase on 7/21/19, current pricing provided. CMAS price to be held until 8/30/19.
MityLite CMAS pricing valid until 8/30/19.

PROPOSAL 63751: ALLSTEEL TOTAL $ 537.65
PROPOSAL 63751A: MITYLITE TOTAL $ 9,607.71
PROPOSAL 63751B: CORPORATE BUSINESS INTERIORS (CBI) TOTAL $ 5,710.95

TOTAL $ 15,856.31

NOTES SECTION

* Allsteel CMAS Contract: 4-09-71-0087A
* Mitylite CMAS Contract: 4-17-71-0111B

* Allsteel Surcharge (US Tariffs):
  > The United States government announced a series of tariffs on imported goods and materials from China. These tariffs took effect on 5/10/19 at 25%.
  > Effective June 15th, Allsteel will apply a flat 3.125% surcharge to all government orders to offset a portion of the increased tariff burden.

* MityLite Surcharge (US Tariffs):
  > On 11/11/18, MityLite enacted a 2% surcharge/tariff fee to help cover the increased costs from their domestic vendors.
  > Steel, Aluminum, wood and plastic have all increased in cost over the last few months.
EXHIBIT “A-2”

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ALLSTEEL, INC.
CMAS NO. 4-09-71-0087A
CUSTOMER:

WATER REPLENISHMENT DISTRICT OF SOUTHERN CALI
4040 PARAMOUNT BLVD.
LAKEWOOD, CA 90712

INSTALL AT:

ALBERT ROBLES CENTER
4320 SAN GABRIEL PARKWAY
PICO RIVERA, CA 90660

ALLSTEEL - (2) NIMBLE CARTS

<table>
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<tr>
<th>#</th>
<th>QTY</th>
<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>SELL EACH</th>
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<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>NMBL-CART</td>
<td>Nimble Cart - Holds 36 chairs</td>
<td>207.99</td>
<td>415.98</td>
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<td></td>
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<td>List Price: 652.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Discount Off List: 68.10 %</td>
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<tr>
<td>2</td>
<td>1</td>
<td></td>
<td>ALLSTEEL SURCHARGE (US Tariffs)</td>
<td>13.00</td>
<td>13.00</td>
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<tr>
<th>#</th>
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<th>PRODUCT</th>
<th>DESCRIPTION</th>
<th>SELL EACH</th>
<th>SELL EXTEND</th>
</tr>
</thead>
</table>

**NOTE:** ALLSTEEL PRICE INCREASE 7/21/2019

* - CMAS Pricing provided is current pricing.
* - CMAS Price adjustment will follow with exact date to be announced.
* - ALLSTEEL TO HOLD CURRENT PRICING UNTIL 8/30/19

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BY SIGNING BELOW YOU AGREE TO TERMS AND CONDITIONS OF CBI. PRICING VALID FOR 15 DAYS.

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>PRODUCT SUBTOTAL</td>
<td>428.98</td>
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<tr>
<td>FREIGHT SUBTOTAL</td>
<td>58.68</td>
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<tr>
<td>SALES TAX</td>
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<tr>
<td>TOTAL</td>
<td>537.65</td>
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ACCEPTED BY ____________________________

DATE ACCEPTED ____________________________

PAGE 2 OF 2
# State of California
## MULTIPLE AWARD SCHEDULE
### Allsteel, Inc.

<table>
<thead>
<tr>
<th>CMAS NUMBER:</th>
<th>4-09-71-0087A</th>
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<tr>
<td>SUPPLEMENT NO.:</td>
<td>9</td>
</tr>
<tr>
<td>CMAS TERM DATES:</td>
<td>12/19/2014 through 06/30/2019</td>
</tr>
<tr>
<td>CMAS CATEGORY:</td>
<td>Non Information Technology</td>
</tr>
<tr>
<td>APPLICABLE TERMS &amp; CONDITIONS:</td>
<td>December 1, 2017</td>
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<tr>
<td>MAXIMUM ORDER LIMIT:</td>
<td>State Agencies: See Purchasing Authority Dollar Threshold provision</td>
</tr>
<tr>
<td></td>
<td>Local Government Agencies: Unlimited</td>
</tr>
<tr>
<td>FOR USE BY:</td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td>BASE GSA SCHEDULE NO.:</td>
<td>GS-28F-0001V</td>
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<tr>
<td>BASE SCHEDULE HOLDER:</td>
<td>Allsteel, Inc.</td>
</tr>
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</table>

This CMAS provides for the purchase and warranty of furniture products, assembly, and design/layout 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](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 incorporate the following changes:

1) Extend the term of this CMAS through 6/30/2019 in accordance with the approved extension of the base Federal GSA Schedule.

2) Replace the original CMAS in its entirety.

The provision of supplement 8 have been incorporated into this supplement.

Original Signature on File  
Effective Date: 09/11/2018

AMANDA TOWERS, Program Analyst, California Multiple Award Schedules Unit
The services provided under this CMAS are only in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: www.calpia.ca.gov/about/doing-business-with-calpia/exemption-process/. A copy of the approved exemption must be kept with the purchase order for audit purposes.

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

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

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

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-Allsteel
- File-Cabinet
- Furniture-Chairs
- Furniture-Chairs Stacking
- Furniture-Conference Room
- Furniture-Ergonomic Seating
- Furniture-Executive Office
- Furniture-Modular System
- Furniture-Office
- Furniture-Seating
- Furniture-Tables
- Furniture-Work Stations

ISSUE PURCHASE ORDER TO

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

Allsteel, Inc.
2210 Second Avenue
Muscatine, IA 52761
Attn: Jeni Freeman
Fax: (563) 272-4887
E-mail: allsteelgovcontracts@allsteeloffice.com

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

Contact: Jeni Freeman
Phone: (563) 271-8299
E-mail: allsteelgovcontract@allsteeloffice.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code (PCC) § 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the California Department of Tax and Fee Administration that this CMAS contractor’s name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board’s list is available at www.ftb.ca.gov/aboutftb/delinquent-taxpayers.shtml.

The California Department of Tax and Fee Administration’s list is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER’S PERMIT

Allsteel, Inc.’s California Seller’s Permit No. is 030000602. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.
When issuing an order to an authorized reseller listed on a CMAS, it is the agency’s responsibility to ensure that the reseller holds a valid California Seller’s Permit.

**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.

**PRICE DISCOUNTS**

This CMAS contains significant price discounts off the manufacturer’s list price. See the base GSA schedule for the specific percent of discount.

**CANCELLATION AND/OR RESTOCKING FEE**

Cancellation Fee: Cancellation at no charge prior to production.

Restocking Fee: Restocking charges of 25% applicable for items cancelled after production begins. All returns must be pre-approved by Allsteel Government Customer Support.

**FURNITURE – INSTALLATION PRICING**

The net prices for the products do not include the cost for installation.

Installation services are negotiated on a project by project basis. Pricing for installation shall not exceed commercial price, (the price contractors charge their regular commercial customers).

The total dollar value of all services included in a purchase order must not exceed the dollar value of the products.

It is incumbent upon the user to identify whether the costs for installation and other requirements are fair and equitable.

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

**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance to the Darfur Contracting Act, per Public Contract Code (PCC) § 10475, et seq.

**WARRANTY**

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

**DELIVERY**

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

Non-Information Technology Commodities: $100,000

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,
California Multiple Award Schedule (CMAS)  
Allsteel, Inc.  
CMAS No. 4-09-71-0087A, Supplement No. 9

Ordering Instructions and Special Provisions

4

Meeting Date: 7/25/2019  Item No. 5
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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 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.

- 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 purchase order).

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI$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 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 Fi$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 Fi$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

Allsteel, Inc. 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/ofs/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.

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

**TRADE-IN EQUIPMENT**

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

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

**IMAGING SERVICES, COMPUTER AIDED DRAFTING (CAD) OR COMPUTER AIDED DESIGN AND DRAFTING (CADD) CONSTRAINTS**

All imaging and CAD/CADD drawings to be used as instruments of service for design or construction of buildings that are not exempt from the Architectural Practice Act must be developed under the supervision, signed and stamped by a design professional who is licensed by the State. These services are NOT available through CMAS.

These services may be used for other purposes besides the construction process addressed above (animated movies, electronic circuit board design, drafting of projects that are not buildings such as furniture, etc.). For example, electronic conversion of paper drawings to electronic drawings. Even if these drawings are for nonexempt structures, there is no design or construction involved in the drafting services; therefore, the services are acceptable if provided for in the CMAS.

**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.

**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.

   See the current administrative fees in the DGS Price Book at: [www.dgs.ca.gov/ofis/Pricebook.aspx](http://www.dgs.ca.gov/ofis/Pricebook.aspx).

   **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

Allsteel, Inc. 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.

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).
CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
ALLSTEEL, INC.
CMAS NO. 4-09-71-0087A, SUPPLEMENT NO. 9

- 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>Due Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Jan 1 to Mar 31</td>
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<tr>
<td>2</td>
<td>Apr 1 to Jun 30</td>
</tr>
<tr>
<td>3</td>
<td>Jul 1 to Sep 30</td>
</tr>
<tr>
<td>4</td>
<td>Oct 1 to 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.

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

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922
TTY: 1-800-735-2929
ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Company Name: ____________________________

CMAS Number: ____________________________

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 □

For Questions Regarding This Report Contact:

Name: ____________________________

Phone Number: ____________________________

E-mail: ____________________________

TABLES

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>
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Total State Agency Dollars Reported for Quarter: $ _____________

LOCAL GOVERNMENT AGENCY PURCHASES

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<th>Local Government Agency Name</th>
<th>Purchase Order Number</th>
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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: $ _____________
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.
ATTACHMENT C

PURCHASE AND INSTALLATION OF MODULAR SYSTEMS FURNITURE, STORAGE DEVICES, STORAGE SYSTEMS, SHELVING SYSTEMS, BOOKSTACKS, PALLET RACKS, ET CETERA

GENERAL REQUIREMENTS

CONTRACTOR'S LICENSE REQUIREMENTS

Contracts that include installation or the wording “Furnish and Install” require at the time of contract award that suppliers possess a valid California State Contractor's License. If subcontractors are used, they must also possess a valid California State Contractor's License. All businesses that construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB), if the total cost (labor and materials) of the project is $500 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for contract revocation.

Suppliers who install modular systems furniture, storage devices, storage systems, shelving systems, bookstacks, pallet racks, et cetera must possess a valid C-61 (D-24) or D-34 contractor's license.

SPECIAL CONDITIONS

Prior to the commencement of performance, the contractor must obtain and provide to the State a payment bond on Standard Form 807, when the contract involves a public works expenditure (labor/installation costs) in excess of $5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the contract price. Forms shall be provided to the contractor.

In accordance with the provisions of Section 1773 of the Labor Code, contractor shall conform and stipulate to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials purchased under the contract.

It is the awarding agency’s responsibility to provide a copy of the prevailing wage rates to the contractor. The prevailing wage rates are available from the Department of Industrial Relations at www.dir.ca.gov or (415) 703-4774.

SEISMIC REQUIREMENTS

The information contained herein is to be followed for the installation of or modification to shelving systems, storage systems, bookstacks, pallet racks, et cetera.

There is no absolute guarantee for the complete safety of personnel or agency property during or after an earthquake because of the unpredictable magnitude and nature of the forces generated during a significant seismic event; however, adherence to the practices outlined herein will minimize the potential for injury to people from storage/shelving equipment during an earthquake and maximize the protection of property.

The term “seismic safety” as used herein relates to the ability of the installed shelving and their supports to resist overturning and/or collapse and, therefore, prevent injury to people and damage to property during a seismic event.

This document is limited to the support structures and bracing for shelving/storage systems. It applies to new and/or existing shelving systems in new or existing facilities.

Even though code recognizes several seismic zones in the State of California, all shelving systems purchased under this contract shall be designed for Seismic Zone 4. In addition, it shall be the responsibility of the seller/installer to identify if the facility in which the shelving system will be installed is classified as an “essential facility” (e.g., hospitals, police departments, etc.) and provide calculations and installation procedures/instructions accordingly. Contractors who wish to furnish or furnish/install storage racks and/or floor supported cabinets and bookstacks (pallet rack systems, shelving systems, file systems, et cetera), that are greater than 5 feet in height shall be required to provide prior to installation a copy of seismic calculations demonstrating that the shelf system and its floor attachments meet the requirements of Uniform Building Code (UBC) with California Amendment, latest adoption, earthquake regulations, for Seismic Zone Number 4.
These seismic calculations shall include:

1. Manufacturer’s design calculations and structural details along with available test data substantiating compliance with the UBC as amended.

2. Structural details and seismic calculations for the floor anchorage that substantiates compliance with the UBC as amended, prepared and signed by a California registered structural or civil engineer (see Note 2 under Special Considerations).

SPECIAL CONSIDERATIONS

Worst-case stresses and deflections shall be calculated for one face of a double-faced section fully loaded and the other face empty.

Note 1 In lieu of manufacturer’s design calculations, structural details and test data, calculations and/or test procedures may be developed, prepared and signed by a California registered structural or civil engineer substantiating compliance with above referenced seismic requirement.

Note 2 For installations in hospitals, all calculations shall be prepared and signed by a California registered structural engineer only.

For the purpose of this contract, installation instructions, structural details and seismic calculations are required for the floor anchorage. Contractor shall provide installation instructions, structural details and seismic calculations for installation on the following floor types:

1. 6 inch reinforced concrete, minimum 1,000 psi compressive strength on grade.

2. Above grade lightweight concrete, minimum 1,000 psi compressive strength with sufficient thickness to accept minimum imbed.

3. 1 to 1 ¼ inch floor grade plywood (or other material) on joists, 24 inch centers.

AGENCY NOTE

Agency should be aware that shelving requires seismic anchoring to the building floor.

Installation procedures will be provided for three (3) floor types only. (6 inch concrete on grade, lightweight concrete above grade, and 1 to 1 ¼ inch plywood on joist)

Agency should be aware that there are many floor designs/styles and that the above referenced seismic calculations/installation procedures do not cover all.

Installation instructions and seismic calculations for any other floor type(s) are the responsibility of the ordering agency.

MODULAR SYSTEMS FURNITURE

Premises when completed shall conform to applicable codes, ordinances, and zoning laws and shall be constructed in accordance with sound engineering practices. The Department of General Services will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in FEMA 178 or an equivalent to at least 75% of the current Uniform Building Code.

Certification of the above requirements must be provided by an independent, licensed, structural engineer at the lessor’s expense.

Premises shall conform to regulations and orders of the State Department of Industrial relations and the Occupational Safety and Health Act (OSHA). Lessor shall furnish certification from the local Fire Marshal that quarters comply with the local fire regulations or Title 19 CCR, as appropriate.

Lessor shall also be responsible for all costs relative to said certification including any preliminary plan review as deemed necessary by State. If fire, safety, or health hazards are detected either before or after occupancy by State, they shall be corrected by Lessor at the Lessor’s sole cost and expense.
The requirements of CCR Title 24, State Building Code relative to Access Law Compliance, Americans with Disabilities Act (ADA), and Uniform Federal Access Standards (UFAS), must be included in the planning of these quarters. All new construction work shall be planned to comply with the above-mentioned standards. Modifications of existing conditions to reach compliance are also required unless the alterations and cost meet the qualifications for unreasonable hardship.

Placement and installation of modular systems furniture is subject to regulation by Uniform Building Code, Americans with Disabilities Act (ADA), and other codes and regulations.

It is recommended that design layouts be submitted to the local authorities for review and certification prior to purchase.

**INSTALLATION COST**

**Please be aware that seismic installation instructions/calculations can be very expensive.**

**Please be aware of building floor design and specific needs prior to ordering.**

Any questions regarding the interpretation or implementation of the seismic requirements should be directed to the Procurement Division, Engineering Section at (916) 375-4524.
EXHIBIT “A-3”

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
MITY-LITE, INC.
CMAS NO. 4-17-71-0111B
**CUSTOMER:**
WATER REPLENISHMENT DISTRICT OF SOUTHERN CALI
4040 PARAMOUNT BLVD.
LAKEWOOD, CA 90712

**INSTALL AT:**
ALBERT ROBLES CENTER
4320 SAN GABRIEL PARKWAY
PICO RIVERA, CA 90660

**MITYLITE**

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<td>3</td>
<td>CRTXPTR3</td>
<td>Xpressport Round Table</td>
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<td>110L</td>
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**PLEASE MAKE SHIP TO**
READ:
SERVICE WEST
C/O CORPORATE BUSINESS INTERIORS, INC
11552 MONARCH STREET
GARDEN GROVE, CA 92841

**MITY-LITE PURCHASE ORDERS**
SHOULD BE ISSUED TO:

MITYLITE
C/O CORPORATE BUSINESS INTERIORS, INC.
1301 W. 400 N
OREM, UT 84057
CMAS CONTRACT NUMBER:
4-17-71-0111B
<table>
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<td>3</td>
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<td>MITYLITE SURCHARGE (US TARIFFS)</td>
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- CMAS Pricing provided is current pricing.
- Pricing valid until 8/30/19.

BY SIGNING BELOW YOU AGREE TO TERMS AND CONDITIONS OF CBI.
PRICING VALID FOR 15 DAYS.

PRODUCT SUBTOTAL                      8,299.42
FREIGHT SUBTOTAL                      415.05
DEPOSIT REQUIRED                     0.00

ACCEPTED BY__________________________ SALES TAX 893.24
DATE ACCEPTED________________________ TOTAL 9,607.71
State of California
MULTIPLE AWARD SCHEDULE
Mity-Lite, Inc.

<table>
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<tr>
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<td>N/A</td>
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<tr>
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<td>3/10/2017 through 4/30/2021</td>
</tr>
<tr>
<td>CONTRACT CATEGORY:</td>
<td>Non Information Technology Goods</td>
</tr>
<tr>
<td>APPLICABLE TERMS &amp; CONDITIONS:</td>
<td>August 2010</td>
</tr>
<tr>
<td>MAXIMUM ORDER LIMIT:</td>
<td>$100,000</td>
</tr>
<tr>
<td>FOR USE BY:</td>
<td>State &amp; Local Government Agencies</td>
</tr>
<tr>
<td>BASE GSA SCHEDULE NO.:</td>
<td>GS-03F-041DA</td>
</tr>
<tr>
<td>BASE SCHEDULE HOLDER:</td>
<td>Mity-Lite, Inc.</td>
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</table>

This contract provides for the purchase and warranty of furniture products.

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: [http://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.

State agencies cannot use this CMAS contract to purchase products available through the California Prison Industry Authority (CALPIA) without a one-time exemption from CALPIA. Agencies may request an exemption at the following website: [http://pia.ca.gov/pdf/General_info/General-State-Agency-Exemption-Form.pdf](http://pia.ca.gov/pdf/General_info/General-State-Agency-Exemption-Form.pdf). A copy of the approved exemption must be kept with the purchase order for audit purposes.

The most current Ordering Instructions and Special Provisions and CMAS Terms and Conditions, products and/or services and pricing are included herein. All purchase orders issued under this contract incorporate the following Ordering Instructions and Special Provisions and CMAS Terms and Conditions dated August 2010.

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

Contractor non-compliance with the requirements of this contract may result in contract termination.

Original Signature on File  
Effective Date: 3/10/2017

JANNA WELK, 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 contract and the base contract identified below for the products and/or services available on this contract.

- Brand-Mity-Lite
- Furniture-Cafeteria
- Furniture-Chairs
- Furniture-Chairs Stacking
- Furniture-Computer Worktables
- Furniture-Conference Room
- Furniture-Library
- Furniture-Seating
- Furniture-Tables
- Furniture-Upholstered
- Stage-Mobile

AVAILBLE 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.

CMAS BASE CONTRACT

This CMAS contract is based on some or all of the products and/or services and prices from GSA Schedule No. GS-03F-041DA (MITY-LITE, INC.) with a GSA term of 1/12/2016 through 1/11/2021. The term of this CMAS contract 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.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be mailed to the following address, or faxed to (801) 224-6191:

Mity-Lite, Inc.
1301 West 400 North
Orem, UT  84057
Attn: Easton Linde

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

Phone:  (800) 837-1468
E-mail: eastonl@mitylite.com

TOP 500 DELINQUENT TAXPAYERS

In accordance with Public Contract Code Section 10295.4, and prior to placing an order for non-IT goods and/or services, agencies must verify with the Franchise Tax Board and the Board of Equalization that this contractor’s name does not appear on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code.

The Franchise Tax Board’s list is available at www.ftb.ca.gov/aboutFTB/Delinquent_Taxpayers.shtml.

The Board of Equalization’s list is available at www.boe.ca.gov/cgi-bin/deliq.cgi.

CALIFORNIA SELLER’S PERMIT

Mity-Lite, Inc.’s California Seller’s Permit No. is 101580727. Prior to placing an order with this company, agencies should verify that this permit is still valid at the following website: www.boe.ca.gov.

CONTRACT PRICES

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

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

PRICE DISCOUNTS

This CMAS contract contains volume discounts. See the base GSA schedule for the specific percent of discount.

DARFUR CONTRACTING ACT

This contractor has certified compliance to the Darfur Contracting Act per PCC section 10475, et seq.

WARRANTY

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

DELIVERY

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

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Origin. Buying agency pays the freight charges.
State agencies (not local governments) must follow the instructions below for shipping charges exceeding $50.

All shipments will be made by ground transportation unless otherwise ordered on the Std. 65.

**Before placing order,** contact the DGS Transportation Management (916) 376-1888 to determine the routing of freight shipments. You will need to provide Transportation Management with the point of origin and destination. They will also want to know the commodity being shipped and the estimated shipping weight of the order. If shipping overnight, the account number must be included.

Routing information should be shown on the face of the Contract/Delegation Purchase Order (Std. 65) in the format shown below.

**Shipping Instructions:**

Supplier route via: _____________________________.
Carrier’s telephone number: _____________________.

Annotate bill(s) of lading as follows:


If supplier is unable to use this carrier, call Transportation Management at (916) 376-1888.

The following statement must be noted on the purchase order when the commodities are being shipped via UPS (United Parcel Service) and the State is paying directly to UPS (Collect).

**Shipping Instructions:**

Supplier route via United Parcel Service (ground). State of California, Department of __________________ UPS account number applies.
State of California Purchase Order Number ___________. SHIP COLLECT. Estimated UPS charges: _____________________________.

If supplier is unable to use UPS, call Transportation Management at (916) 376-1888.

**Contractor Note:** Additional shipping costs incurred by deviation to above shipping instructions, without Transportation Management approval, shall be charged to the contractor.

**Purchasing Authority Dollar Threshold**

No CMAS order may be executed by a State agency that exceeds that agency’s CMAS purchasing authority threshold or the CMAS maximum order limit, whichever is less.

**How to Use CMAS Contracts**

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

- 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 Contract”.
- 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 and 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 CMAS transactions under $5,000 only one offer is required if the State agency can establish and document that the price is fair and reasonable.

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 (PCC § 10329).
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 agencies 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 website. 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.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/Search.aspx

2. Purchase Orders

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

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

4. Multiple Contracts on STD. 65 Order Form

Agencies may include multiple CMAS contracts from the same contractor on a single Std. 65 Contract/Delegation Purchase Order. For guidelines, see the SCM, Volumes 2 & 3, Chapter 6.B4.1.

5. Amendments to Agency's Purchase Orders

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

The SCM, Volumes 2 & 3, Chapter 6.A5.0 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 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.

CONTRACTOR OWNERSHIP INFORMATION

Mity-Lite, Inc. 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 contracts [GC Section 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: http://www.dgs.ca.gov/ofs/Pricebook.aspx

**SMALL BUSINESS/DVBE - TRACKING**

State agencies 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 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 Contractor to each small business or DVBE.

2. The Contractor will provide an ordering agency 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 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 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 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 contract for goods to be manufactured by the contractor specifically for the State and not suitable for sale to others may require progress payments.

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

**TRADE-IN EQUIPMENT**

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

Agencies are required to adhere to 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.

**NOT SPECIFICALLY PRICED (NSP) ITEMS**

This provision is not applicable to this CMAS contract.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

State and local government agency use of CMAS contracts 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 contract 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 contract is based on 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 for changes to contracts that require California Prison Industry Authority (CALPIA) approval.

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.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions shall prevail 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 contracts. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

STATEWIDE PROCUREMENT REQUIREMENTS

Agencies must carefully review and adhere to all statewide procurement requirements in the SCM, Volumes 2 and 3, such as:

- Automated Accounting System requirements of State Administrative Manual (SAM) Section 7260-62
- Productive Use Requirements, per the SCM, Volume 3, Chapter 2, Section 2.B6.2.
- SAM Sections 4819.41 and 4832 certifications for information technology procurements and compliance with policies.
- Services may not be paid for in advance.
- Agencies 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 Public Contract Code Section 10359 State agencies are to report all Consulting Services Contract activity for the preceding fiscal year to DGS and the six legislative committees and individuals that are listed on the annual memorandum from DGS.
- 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. 204, Payee Data Record, to determine sole proprietorship. For inquiries regarding this subject, contact EDD at (916) 651-6945 for technical questions or (888) 745-3886 for information and forms.
- Annual small business and disabled veteran reports.
- Post evaluation reports. Public Contract Code 10369 requires State agencies to prepare post evaluations on form Std. 4 for all completed non-IT consulting services contracts of more than $5,000. Copies of negative evaluations for non-IT consulting services only must be sent to the DGS, Office of Legal Services. The Bureau of State Audits requires State agencies annually to certify compliance with these requirements.
ETHELICITY/RACE/GENDER REPORTING REQUIREMENT

Effective January 1, 2007, in accordance with Public Contract Code 10111, State agencies 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.

Agencies are responsible for developing their own guidelines and forms for collecting and reporting this information.

Contractor participation is voluntary.

PAYMENTS AND INVOICES

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

1. Payment Terms

Payment terms for this contract are net 45 days.

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. Payee Data Record (Std. 204)

Each State accounting office must have a copy of the Contractor’s Payee Data Record (Std. 204) in order to process payment of invoices. Contractors are required to provide a copy of their Std. 204 upon request from an agency customer. Agencies should forward a copy of the Std. 204 to their accounting office. Without the Std. 204, payment may be unnecessarily delayed.

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 contracts. 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:

Effective for CMAS orders dated 1/1/2010 or later, 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 contract(s). 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 contract entitled “Contractor Quarterly Report Process” for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the 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:

- Contract 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 contract, 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 (GC 11256 – 11263 and 11019).
It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription, may be paid in advance if a provision addressing payment in advance is included in the purchase order.

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

6. Credit Card

Mity-Lite, Inc. 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 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 (SAM 3700). Approval by the Department of General Services is not required.

8. Leasing

Except for Federal Lease to Own Purchase (LTOP) and 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 contract.

As an alternative, 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.

CONTRACTOR QUARTERLY REPORT PROCESS

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 #2-207
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees or that exceed a total of 5 pages must be mailed and shall not be faxed or e-mailed. All other reports may be faxed or e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit Fax Number: (916) 375-4663
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 contract each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS contract.
- 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.
- Contractors must report the sales activity for all resellers listed on their CMAS contract.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the contractor for corrections.
- Taxes and freight must not be included in the report.
- For CMAS orders dated 1/1/2010 or later, contractors are no longer required to attach copies of purchase orders to their reports. This changed requirement will begin on Q1-2010 reports, which are due 4/15/2010.
- For CMAS orders dated 1/1/2010 or later, 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). This new requirement will start on Q1-2010 reports, which are due 4/15/2010.
- New contracts, contract renewals or extensions, and contract modifications will be approved only if the contractor has submitted all required quarterly reports and incentive fees.
CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

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

**CONTRACTOR QUARTERLY INCENTIVE FEES**

CMAS contractors who are not California certified small businesses must remit to 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 contract(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 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 GSA 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 contract entitled “Contractor Quarterly Report Process” for information on when and where to send these checks and reports.

**CONTRACTOR PROVIDES COPY OF THE CONTRACT AND SUPPLEMENTS**

CMAS contractors are required to provide the entire contract that consists of the following:

- Cover pages with DGS logo and CMAS analyst’s signature, and Ordering Instructions and Special Provisions.
- California CMAS Terms and Conditions.
- Federal GSA Terms and Conditions.
- Federal GSA products, services, and price list.
- Supplements, if applicable.

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

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 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 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 attached 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 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).

**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 202  
West Sacramento, CA 95605-2811

Phone # (916) 375-4363  
Fax # (916) 375-4663
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 or 1-888-877-5379
- TTY: 1-800-735-2929 or 1-888-877-5378
- Speech-to-Speech: 1-800-854-7784
## CMAS Quarterly Business Activity Report

**Contractor Name:** ____________________________  
**Contract Number:** ____________________________  
**Reporting Calendar Year:** _______________  
**Revision** □  
**Reporting Quarter:** Q1 (Jan-Mar) □  
Q2 (Apr-Jun) □  
Q3 (Jul-Sep) □  
Q4 (Oct-Dec) □  
**For Questions Regarding This Report Contact:**  
**Name:** ____________________________  
**Phone Number:** ____________________________  
**E-mail:** ____________________________  
**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>Agency Billing Code</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 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 S/Bs): $ ____________  
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. **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% 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.
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 CMAS 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.