

State of California

MULTIPLE AWARD SCHEDULE

Twotree Inc., dba

American Radio

CMAS NUMBER:	3-21-03-1000
CMAS TERM DATES:	03/01/2021 through 3/25/2022
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	June 7, 2019 (www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/CMAS/IT-CMAS-Terms-and-Conditions.ashx?la=en&hash=B41342080DE511121ECC253A04D62AC90CED6123)
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE SCHEDULE #:	GS-35F-0358M
BASE SCHEDULE HOLDER:	Amrad, Inc.

This CMAS provides for the purchase, warranty, and repair of radio equipment and accessories. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the: [Statewide Contract Index Listing](#) (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/Statewide-Contracts?search=statewide contract listing). This requirement is not applicable to local government entities.

Buyers must verify that the CMAS vendor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products being procured. Service specific letters of authorization are required if the CMAS vendor is providing repair services.

Original Signature on File

Effective Date: **03/01/2021**

KATELYNNE LEISENRING, Program Analyst, California Multiple Award Schedules Unit

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
AMERICAN RADIO
CMAS NO. 3-21-03-1000**

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

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

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

RADIO EQUIPMENT

The purchase of all radio and related electronic equipment requires technical review and approval by the California Office of Emergency Services, Office of Public Safety Communications Services (OPSCS), per the State Administrative Manual, Chapter 4530.

All radio transmitting devices available on this CMAS must be authorized by the Federal Communication Commission (FCC) before being put into service. OPSCS performs all processes required to obtain the licenses for all radio equipment owned or operated by the State.

State agency purchase orders for radio and related electronic equipment must have an OPSCS approved stamp and signature affixed.

Contractors are required to reject all State purchase orders for radio and related electronic equipment if not stamped and signed by OPSCS, or risk termination of their contract(s).

The attached OPSCS "Public Safety Radio Goods Special Provisions", TDe-947 is incorporated into this contract.

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CMAS PRODUCT & SERVICE CODES

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

Radio-Accessories
Radio-Two Way Equipment

AVAILABLE PRODUCTS AND/OR SERVICES

All of the products in the base schedule are available within the scope of this CMAS.

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

EXCLUDED PRODUCTS AND/OR SERVICES

Hardware maintenance and order-level materials are not available under this CMAS.

ISSUE PURCHASE ORDER TO

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

**American Radio
5450 Complex Street, Suite 308
San Diego, CA 92123
Attn: Bruce E. Holton**

E-mail: bholton@goamrad.com

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

**Contact: Bruce E. Holton
Phone: (619) 239-5020
E-mail: bholton@goamrad.com**

TOP 500 DELINQUENT TAXPAYERS

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

The Franchise Tax Board's list of [Top 500 Delinquent Taxpayers](http://www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html) is available at www.ftb.ca.gov/about-ftb/newsroom/top-500-past-due-balances/index.html.

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The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at www.cdtfa.ca.gov/taxes-and-fees/top500.htm.

CALIFORNIA SELLER'S PERMIT

The CMAS contractor's California Seller's Permit Number is 103214905. Prior to placing an order with this company, agencies must verify that this permit is still valid at the California Department of Tax and Fee Administration website (cdtfa.ca.gov).

CMAS PRICES

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

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

PRICE DISCOUNTS

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

CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

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

WARRANTY

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

DELIVERY

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

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

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

HOW TO USE CMAS

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

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

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

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

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

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

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MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is \$300.00.

ORDERING PROCEDURES

1. Purchase Orders

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

1. State Departments:

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

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

2. Local Governmental Departments:

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

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

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

2. Service and Delivery after CMAS Expiration

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

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3. Multiple CMAS Agreements on a Single Purchase Order

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

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

4. Amendments to Agency's Purchase Orders

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

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

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

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

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

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

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CMAS CONTRACTOR OWNERSHIP INFORMATION

The CMAS contractor is a certified small business (SB) enterprise. Their Office of Small Business and DVBE Services (OSDS) certification number 2015204 expires on 06/30/2021.

If this certification has expired, the current expiration date should be verified at: Cal eProcure (caleprocure.ca.gov/pages/index.aspx) or by contacting the Office of Small Business and DVBE Services at (916) 375-4940. Note that some companies have been assigned a new certification number, so use the company name and/or certification number when checking status on-line.

SMALL BUSINESS MUST BE CONSIDERED

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

CMAS Small Business and Disabled Veteran Partners lists (www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Acquisitions/California-Multiple-Award-Schedules) can be found on the CMAS website by selecting "Find a CMAS Contractor".

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

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

SMALL BUSINESS/DVBE - TRACKING

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

SMALL BUSINESS/DVBE - SUBCONTRACTING

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

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- b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
 - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - ii. Include the SB or DVBE certification number of each company listed, and attach a copy of each certification; and
 - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
 - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

NEW EQUIPMENT REQUIRED

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

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

SPECIAL MANUFACTURED GOODS

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

TRADE-IN EQUIPMENT

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

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

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STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

Contractor will be required to complete and return a Recycled-Content Certification form (www.calrecycle.ca.gov/contracts/forms) upon request by the state ordering agency.

ELECTRONIC WASTE RECYCLING

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

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

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

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

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

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

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

PRODUCTIVE USE REQUIREMENTS

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

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

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

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

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

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

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

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

NOT SPECIFICALLY PRICED (NSP) ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision.

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

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

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base schedule may not be identified as an NSP item.

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

The following NSP items **are specifically excluded** from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base schedule, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base schedule, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FISCal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.

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

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

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

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

UPDATES AND/OR CHANGES

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

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

SELF-DELETING BASE SCHEDULE TERMS AND CONDITIONS

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

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

ORDER OF PRECEDENCE

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

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APPLICABLE CODES, POLICIES AND GUIDELINES

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

PAYMENTS AND INVOICES

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

1. Payment Terms

Payment terms for this CMAS are net 45 days.

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

2. Payee Data Record (Standard 204)

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

3. DGS Administrative and Incentive Fees

Orders from State Agencies:

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

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

Orders from Local Government Agencies:

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

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See the current incentive fees in the DGS Price Book.

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

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

4. Contractor Invoices

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

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

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

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

5. Advance Payments

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

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

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

6. Credit Card

The CMAS contractor 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.

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7. Lease/Purchase Analysis

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMarT State Financial Marketplace. Buyers may contact the GS SMarT Administrator, Kris Bianchini via e-mail at kristopher.bianchini@dgs.ca.gov for further information.

8. Leasing

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

Buyers may contact the GS SMarT Administrator, Kris Bianchini via e-mail at kristopher.bianchini@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.

This report shall be mailed to:

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

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

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

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

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Important things to remember regarding CMAS Quarterly Business Activity Reports:

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

Quarter 1	January 1 to March 31	Due April 15
Quarter 2	April 1 to June 30	Due July 15
Quarter 3	July 1 to September 30	Due October 15
Quarter 4	October 1 to December 31	Due January 15

CONTRACTOR QUARTERLY INCENTIVE FEES

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

See the current incentive fees in the DGS Price Book.

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

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

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

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

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

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

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

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

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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.

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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

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ATTACHMENT A

ADA NOTICE

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

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

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

Important: To ensure that we can meet your need, it is best that we receive your request at least 10 working days before the scheduled event (i.e., meeting, conference, workshop, etc.) or deadline due-date for procurement documents.

The Procurement Division TTY telephone numbers are:

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

The California Relay Service Telephone Numbers are:

Voice: 1-800-735-2922, or 7-1-1

Speech to Speech Service: 1-800-854-7784

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ATTACHMENT B**

State of California

California Technology Agency

**PUBLIC SAFETY RADIO GOODS
SPECIAL PROVISIONS**

Public Safety Communications Office

TD-947 (Rev. 07/19)

1. TECHNICAL STANDARDS

- a) Where applicable, all goods delivered shall meet or exceed the requirements contained in the Code of Federal Regulations, Title 47 Telecommunication, Chapter I Federal Communications Commission Rules and Regulations, in particular:
 - i) Part 2, Subpart I, "Marketing of Radio Frequency Devices" (47CFR2.803). All goods offered shall be authorized by the FCC by the bid due date.
 - ii) Part 15, Radio Frequency Devices (47CFR15).
 - iii) Part 90, Private Land Mobile Radio Service (47CFR90).
 - iv) Part 101, Fixed Microwave Services (47CFR101).
- b) Where applicable, all goods operating in the analog mode shall meet or exceed all applicable performance standards listed in TIA/EIA-603-C, "Land Mobile FM and PM Communications Equipment Measurement and Performance Standards", unless otherwise stated in the specification.
 - i) The State may consider goods operating within 30-50 MHz that are tested under comparable performance standards listed in TIA-603 and possibly EIA-152-C, "Minimum Standards for Land Mobile Communication FM or PM Transmitters, 25-866 MHz" and EIA/TIA-204-D, "Minimum Standards for Land Mobile Communication FM or PM Receivers, 25-866 MHz (which were superseded by TIA/EIA-603).
 - ii) Specification compliance testing conducted by the State, however, will be conducted in accordance with the methods, procedures, and requirements of TIA/EIA-603-C, unless otherwise stated in the specification. All measurements of transmitter radio frequency specifications shall be made at the transmitter chassis antenna connector. All measurements of receiver radio frequency specifications shall be made at the receiver chassis antenna connector. Measurements of received audio response and distortion shall be made at the speaker output.
 - iii) The performance requirements contained within the technical specifications further define and, in some cases, exceed the requirements contained in TIA/EIA-603-C. In the event of a conflict between performance requirements contained in TIA/EIA-603-C and the performance requirements contained in the specification, the requirements contained in the specification shall prevail.
- c) Where applicable, all goods operating in the digital mode shall meet or exceed all applicable APCO Project 25 system standards listed in the TIA/EIA 102 series of standards, interim standards and technical bulletins.

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- d) Where applicable, all goods operating within 806-809 /821-824 MHz and 851-854 / 866-869 MHz shall comply with the recommendations set forth in the National Public Safety Planning Advisory Committee 800 MHz NPSPAC Channel Regional Communications Plan for Regions 5 and 6 approved by the Federal Communications Commission (FCC) in 47CFR90.621(g).

2. SPECIAL ORDERING PROVISIONS

During the thirty-calendar day period immediately following purchase order issuance, the State reserves the right to increase the quantity ordered by up to twenty-five percent, or as otherwise specified, at rates not to exceed those contained herein.

3. SPECIFICATION COMPLIANCE TESTING

- a) Goods may be inspected before acceptance for workmanship, appearance, and conformance to all other requirements of the specifications. The State may reject any shipment or item of a shipment that is not in compliance with specification requirements or is otherwise defective in any manner.
- b) Within fifteen calendar days after contractor first receives notice of rejection, contractor shall, if requested by the State, remove rejected goods from the State's facilities. Upon failure of contractor to remove such goods from the State's facilities within the specified period, the State may forward such goods to contractor by common carrier, at contractor's expense and risk.
- c) Unless otherwise specified at time of rejection, and at no cost to the State, all rejected goods shall be repaired or replaced by contractor and shall be returned to the State within thirty calendar days from the date the goods are made available on, or removed from, the State's facilities, whichever occurs first.
- d) Unless otherwise specified at time of rejection, if contractor does not deliver goods meeting specifications within sixty calendar days from the date the goods are made available on, or removed from, State's facilities, whichever occurs first, contractor shall be deemed to be in default, and the State will terminate the purchase order in whole or in part in accordance with the Termination for Default provision contained in the General Provisions.
- e) At the State's option, contractor may be permitted to make repairs of rejected goods at the State's facilities.

4. MINIMUM GUARANTEES AND WARRANTIES

- a) Contractor is responsible for all guarantees and warranties required herein. Any guarantee/warranty offered by the original goods manufacturer shall not relieve contractor of this responsibility.
- b) If contractor is other than the manufacturer of goods delivered, contractor warrants that the manufacturer has authorized contractor to sell goods delivered. At the request of the State, written verification by manufacturer of such authorization shall be immediately provided.
- c) All goods delivered shall be guaranteed by contractor against defects for eighteen months from date of acceptance.
- d) During the guarantee period, contractor shall repair or replace, at its option and expense, all defective goods, or refund the purchase price thereof.

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- e) Unless otherwise specified at time of requested repair, if contractor has not completed guarantee repair within thirty calendar days after notification of a malfunction, the State may effect such repairs and bill contractor for material cost and labor cost at the State technician current hourly rate.
- f) Workmanship and materials provided by contractor in the performance of any installation work required shall be guaranteed for ninety calendar days after installation. Workmanship or materials which are found to be defective during this period shall be promptly corrected at contractor's expense.
- g) During the Warranty Period, Contractor shall manage the individual warranties and maintenance services (if any) of the third-party Goods. If the third-party Goods do not function as warranted during the Warranty Period, Contractor will correct the deficiency

5. DESIGN DEFECT

- a) A design defect shall be defined as identical failures occurring within five years after delivery in at least five units or five percent, whichever is larger, of identical assemblies, subassemblies, or parts supplied.
- b) Delivered goods shall be guaranteed by contractor against design defects for five years from date of acceptance. Upon written notification to and confirmation by contractor of design defects evidenced within the five-year guarantee period, contractor shall take prompt corrective action, at no cost to the State.
- c) Whenever it is necessary for contractor to take corrective action of design defects, contractor shall take the same corrective action in all identical goods supplied.
- d) All parts and materials used in corrective action for design defects shall be guaranteed by contractor against defects for one year from date of such corrective action.

6. SERVICE PROVISIONS

- a) Contractor shall provide the following services that will repair or exchange, in the times indicated, all defective goods returned by the State for repair.
 - i) Emergency no-charge warranty service within five calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - ii) Non-emergency no-charge warranty service within twenty calendar days, excluding shipping time, for defective goods returned within the guarantee period.
 - iii) Emergency full-charge nonwarranty service within five calendar days, excluding shipping time, for defective goods returned after expiration of the guarantee period.

7. AVAILABILITY OF REPAIR PARTS

- a) Contractor shall notify State of the date of last manufacture for all goods delivered.
- b) For a period of seven years from the notice of last manufacture, contractor shall make available to the State exact replacement parts for use in the delivered goods.
- c) If exact replacement parts are not available, contractor may substitute equal or similar parts which do not deteriorate performance and which will continue to meet all specifications in effect at the time of purchase.

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8. SOFTWARE USAGE/LICENSE REQUIREMENT

The California Technology Agency, Public Safety Communications Office, and/or the purchasing agency shall be permitted to make unlimited copies of any software required for installation and maintenance of goods supplied. Such copies shall be for the sole and exclusive use of the State designated maintenance and engineering personnel in the installation, maintenance, and operation of the delivered goods.

Any need for a separate software license agreement to reflect the scope and/or limitations of this usage shall be negotiated to the mutual agreement of the parties, including Department of General Services, Procurement Division and Public Safety Communications Office.