

State of California

# MULTIPLE AWARD SCHEDULE

NON-MANDATORY

## School Specialty, LLC

CMAS NUMBER:	<b>4-26-02-1000</b>
CMAS TERM DATES:	02/02/2026 through 02/28/2027
EFFECTIVE DATE:	02/02/2026
CMAS CATEGORY:	Non-IT Commodities General Provisions
APPLICABLE STATE OF CALIFORNIA GENERAL PROVISIONS:	<a href="#">February 20, 2025</a>
APPLICABLE CMAS SPECIAL PROVISIONS:	<a href="#">January 2, 2025</a>
MAXIMUM ORDER LIMIT:	State Agencies: <b>See Purchasing Authority Dollar Threshold provision</b> Local Government Agencies: <b>Unlimited</b>
FOR USE BY:	State & Local Government Agencies
BASE CALSAVE CONTRACT #:	<a href="#">AEPA 026A</a>
BASE CONTRACT HOLDER:	School Specialty
PROGRAM ANALYST	John Dickinson <a href="mailto:John.Dickinson@dgs.ca.gov">John.Dickinson@dgs.ca.gov</a>

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of furniture. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: [State Contracts Index Listing](#). This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

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The services provided under this CMAS are only available in support of the products covered by this CMAS.

State agencies cannot use this CMAS to purchase products available through the California Correctional Training and Rehabilitation Authority (CALCTRA) without a one-time exemption from CALCTRA. Agencies may request an exemption at the [CALCTRA website](#). A copy of the approved exemption must be kept with the purchase order in the procurement file for audit purposes.

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

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

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

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**CMAS PRODUCT & SERVICE CODES**

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

- Furniture-Cafeteria
- Furniture-Chairs
- Furniture-Chairs Stacking
- Furniture-Classroom
- Furniture-Computer Worktables
- Furniture-Conference Room
- Furniture-Drafting Stools
- Furniture-Ergonomic Seating
- Furniture-Executive Office
- Furniture-Folding Chairs
- Furniture-Lab
- Furniture-Lectern
- Furniture-Library
- Furniture-Modular System
- Furniture-Office
- Furniture-Seating
- Furniture-Stool
- Furniture-Tables
- Furniture-Upholstered
- Furniture-Work Stations

**AVAILABLE PRODUCTS AND/OR SERVICES**

This CMAS provides for the purchase, warranty, and installation of furniture.

The ordering agency must verify all products and/or services are currently available on the base CalSave contract # AEPA 026A by emailing Racquel Landolf ([rlandolf@epylon.com](mailto:rlandolf@epylon.com)) to obtain the most current pricing.

**EXCLUDED PRODUCTS AND/OR SERVICES**

The purchase of Information Technology (IT) products, software licenses, and storage services are not available under this CMAS.

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**ISSUE PURCHASE ORDER TO**

Agency purchase orders must be sent to the following:

**School Specialty, LLC  
100 Paragon Parkway  
Mansfield, OH 44903  
Attn: Leonard Adkins**

**E-mail: [leonard.adkins@schoolspecialty.com](mailto:leonard.adkins@schoolspecialty.com)**

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

**Contact: Leonard Adkins  
Phone: (419) 589-1656  
E-mail: [leonard.adkins@schoolspecialty.com](mailto:leonard.adkins@schoolspecialty.com)  
Website: <https://www.schoolspecialty.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 Revenue and Taxation Code 7063 or 19195. The Franchise Tax Board's list of Top 500 Delinquent Taxpayers is available at their website. The California Department of Tax and Fee Administration's list of Top 500 Sales & Use Tax Delinquencies in California is available at their website.

**CALIFORNIA SELLER'S PERMIT**

The CMAS contractor's California Seller's Permit Number is 219-379264. Prior to placing an order with this company, agencies must verify that this permit is still valid at the CDTFA Online Services website.

**MINIMUM ORDER LIMITATION**

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

**CMAS PRICES**

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

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

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**DARFUR CONTRACTING ACT**

This CMAS contractor has certified compliance with the Darfur Contracting Act, per PCC 10475. It is the agency's responsibility to verify that the contractor has a Darfur Contracting Act Certification on file.

**IRAN CERTIFICATION**

This CMAS contractor has certified compliance with the Iran Contracting Act, per PCC 2001-2008. It is the agency's responsibility to verify that the contractor has an Iran Contracting Act Certification on file.

**CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION**

Pursuant to PCC 2010 applicants must certify their compliance with the California Civil Rights laws and Employer Discriminatory Policies (Civil Code 51, GC 12960). It is the agency's responsibility to verify that the contractor has a California Civil Rights Law Certification on file.

**WARRANTY**

For warranties, see the base contract and the State Of California General Provisions.

**DELIVERY**

As negotiated between agency and CMAS contractor and included in the purchase order.

**LIQUIDATED DAMAGES FOR LATE DELIVERY**

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

**SHIPPING INSTRUCTIONS**

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

**PURCHASING AUTHORITY DOLLAR THRESHOLD**

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

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold, unless an exemption is granted by the Department of General Services (DGS) Statewide Procurement Oversight and Consulting Unit (SPOC). State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at the [List of State Departments with Approved Purchasing Authority](#) website.

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**HOW TO USE CMAS**

State agencies must adhere to the requirements in the State Contracting Manual (SCM) Volume 2, Chapter 1600 and CMAS Ordering Instructions and Special Provisions when using CMAS.

- Develop an RFO, which includes a Scope of Work (SOW) and Bidder Declaration form. For information on the Bidder Declaration requirements see SCM, Volume 2, Sections 305 and 1202.
- Clearly defined Tasks (what needs to be done) and Deliverables (outcome of each task, i.e., reports, procedures manual, etc.) must be included in the State's SOW.
- A Work Order Authorization (WOA) may be used to document completion of pre-determined tasks, but only if the tasks are clearly defined in the SOW. The WOA may be used to approve release for the next phase of the agreement but cannot be used to identify any tasks other than the ones called out in the SOW. The WOA will be signed by all parties and may be submitted for progress payments under the award.
- Projects can be performed on a Fixed Price Per Deliverable (FP/D). Fixed Price; FP/D: A defined service, or set of services, performed by Contractor in response to a defined task, or set of tasks, at a specific fixed price, and delivered per a specific schedule. Note: When using FP/D the Statement of Work must describe in detail the particular project and the work that the selected Qualified Contractor will be required to perform.
- For Consulting or Personal services, do not include any labor categories/job titles or number of hours limit in the RFO Requirements or the SOW. The CMAS Contractor provides this information in their Attachment B Cost Worksheet. The State does not have the expertise to make this decision (GC 19130(b)).
- Search for potential CMAS contractors on the CMAS website by selecting "Find California Multiple Award Schedules (CMAS) Contractor."
- Request offers from a minimum of 3 CMAS contractors including one small business (SB) and/or Disabled Veteran Business Enterprise (DVBE), if available, who are authorized to sell the products and/or able to perform the services needed. (Government Code 14846(b)).
- A valid attempt must be made to secure offers from viable CMAS contractors who are able to supply the goods and/or provide the services. Neither a lack of sufficient CMAS contractors nor the use of restrictive requirements meets the intent for obtaining offers (SCM Volume 2, Section 1670.2).
- If requesting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Standard 843) in the RFO. This declaration must be completed by the DVBE prime contractor and/or any DVBE subcontractors and submitted with the offer (SCM Volume 2, Section 1201).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intent to award, evaluation criteria, advertising, Administrative and Technical Requirements, etc. are not applicable. (SCM Volume 2, Section 1603).

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- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers did not respond with an offer. The reason must come from the CMAS contractor.
- Assess the offers received using best value criteria including cost as one of the criteria (SCM Volume 2, Section 1603).
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$20,000, only one offer is required if the State agency can establish and document that the price is Fair and Reasonable. The Fair and Reasonable (F&R) Acquisition Method can only be used for non-customizable purchases. See SCM Volume 2, Section 1510 for Fair and Reason criteria.

Local agencies must follow their own procurement regulations. For more information see the Local Government Agency Guide available online.

**AGENCY RESPONSIBILITY**

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes. This responsibility includes, but is not limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's best interests, obtaining required approvals, and documenting compliance with GC 19130.b(3) for outsourcing services.

It is the responsibility of each agency to consult with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order. If legal services are not available within your agency, DGS Office of Legal Services is available to provide services.

**CONFLICT OF INTEREST**

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

**SPLITTING ORDERS**

Splitting orders to avoid any monetary limitations is prohibited. Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders per PCC 10329. Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited per State Administrative Manual (SAM) 4819.34.

This provision does not apply to local government agencies.

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**ORDERING PROCEDURES**

**1. Purchase Orders**

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

a. State Departments:

Standard 65 Purchase Documents – State departments not transacting in FISCal must use the Purchasing Authority Purchase Order (Standard 65) for purchase execution. An electronic version of the Standard 65 is available at the Department of General Services (DGS), Procurement Division (PD) website, select Standard (STD) Forms.

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

b. Local Government Agencies:

Local government agencies may use their own purchase order document for purchase execution.

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

The contractor must immediately reject purchase orders that are not accurate. Discrepancies must be negotiated and incorporated into the purchase order prior to product delivery and service implementation.

**2. Service and Delivery after CMAS Expiration**

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order). Amending the purchase order to add quantity, time, or money is not possible if the CMAS expired.

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

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

- All CMAS agreements must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Enter the word “CMAS” in the space reserved for the Leveraged Procurement Agreement (LPA) number. The word “CMAS” signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.

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- For each individual CMAS, the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the State agency's purchasing authority dollar threshold granted by DGS SPOC.
- Do not combine items from IT and non-IT CMAS agreements. An Information Technology CMAS begins with the number "3" and a non-IT CMAS begins with the number "4." The purchase order limits are different for these CMAS agreements.

#### **4. Amendments to State Agency's Purchase Orders**

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

SCM, Volume 2, Section 1605 provides the following directions regarding amendments to all types of LPA purchase orders:

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

Amendments unique to Non-IT Services:

If the original contract permitted amendments, but did not specify the changes, (e.g., quantity or time), it may be amended. Per PCC 10335 (d)(1), a contract may only be amended once under this exemption. The time shall not exceed one year, or add not more than 30 percent of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the Non-Competitively Bid process must be followed.

#### **CMAS CONTRACTOR OWNERSHIP INFORMATION**

The CMAS contractor is a large business enterprise.

#### **SMALL BUSINESS MUST BE CONSIDERED**

Prior to placing orders under the CMAS program, State agencies must first consider offers from small businesses that have established CMAS agreements (GC 14846(b)). NOTE: DGS auditors will request substantiation of compliance with this requirement when agency files are reviewed.

All state departments are required to make continuous efforts to expand the Small Business (SB)/ Microbusiness (Micro)/Disabled Veteran Business Enterprise (DVBE) pool of bidders and to regularly seek and include in their solicitations SB/Micro that have not been used either regularly by the department issuing the solicitation, or at all by the state (AB1574).

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CMAS Small Business and Disabled Veteran Partners can be found on the CMAS website by selecting “Find a CMAS Contractor”.

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

**SMALL BUSINESS/DVBE - TRACKING**

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

**SMALL BUSINESS/DVBE - SUBCONTRACTING**

1. The amount an ordering agency can claim towards achieving its SB or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each SB or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
  - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
  - b. The CMAS contractor will indicate to the ordering agency how the order meets the SB or DVBE goal, as follows:
    - i. List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
    - ii. Include the SB or DVBE certification number of each company listed and attach a copy of each certification; and
    - iii. Indicate the dollar amount of each subcontract with a SB or DVBE that may be claimed by the ordering agency towards the SB or DVBE goal; and
    - iv. Indicate what commercially useful function the SB or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency’s purchase order must be addressed to the prime contractor, and the purchase order must reference the information provided by the prime contractor as outlined above.

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**CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED**

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

**WITHHOLD LANGUAGE (SB588)**

Upon delivery or completion of ordered goods or services for which the Contractor committed to DVBE subcontractor participation, state departments must require the Contractor to certify all the following:

1. The amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.
2. That all payments under the contract have been made to the DVBE. Upon request, the Contractor must provide proof of payment for the work.

In accordance with the Military and Veterans Code 999.7, state departments shall withhold \$10,000 from the final payment, or the full final payment if less than \$10,000, if the Contractor fails to meet the certification requirements identified above. State departments shall notify the Contractor of their failure to meet the certification requirements and give the Contractor an opportunity to comply with the certification requirements. If after 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, the state department shall permanently deduct \$10,000 from the final payment or the full payment if less than \$10,000.

**PRODUCT SUBSTITUTIONS**

Substitution of Deliverables may not be tendered without advance written consent of the Buyer. The Contractor must offer an equivalent or newer model of the product from the same manufacturer at the same or lower price. Contractor cannot use any specification in lieu of those contained in the Contract without written consent from the Buyer.

**NEW EQUIPMENT REQUIRED**

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

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

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**SPECIAL MANUFACTURED GOODS**

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

For a Non-IT goods CMAS, see the CMAS Non-IT Commodities Special Provisions, Provision #9, CMAS - Progress Payments.

**TRADE-IN EQUIPMENT**

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

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

**STATE AGENCY BUY RECYCLED CAMPAIGN**

State ordering agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign per PCC 12200 through 12217.

Contractor will be required to complete and return a Recycled-Content Certification form upon request by the state ordering agency.

**PRODUCT INSTALLATION**

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

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

**FURNITURE – PUBLIC WORKS INSTALLATION**

When the installation of furniture includes attaching it to walls, floors, or ceilings, it is a Public Works contract. See pages 20 through 23 for important information regarding this topic.

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**PUBLIC WORKS (INSTALLATION SERVICES ONLY)**

A public works contract is defined as an agreement for “the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind” in accordance with PCC 1101. State agencies planning these types of projects need to review SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Visit the DGS, [Real Estate Services Division \(RESA\) website](#) if you have questions about public works transactions.

Local Agency CMAS purchase orders may allow for public works installation only when it is in support of the products covered by this CMAS.

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

The bond amount for public works is not less than 100% of the purchase order price.

**NOTE:** In accordance with Labor Code (LC) 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency’s office and will be made available upon request. The prevailing wage rates are available from DIR at [Director's General Prevailing Wage Determinations](#).

**Bonds:** For guidelines, see CMAS, Special Provisions, Public Works Requirements.

**State Contractor’s License:** Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should visit the [Check A License - CSLB](#) website to verify that the Contractor’s License shown below is still active and in good standing.

The CMAS contractor’s California Contractor's License number is 1080668. This is a Class C-61 / D34 - Prefabricated Equipment license that is valid through 09/30/2027.

**NOT SPECIFICALLY PRICED ITEMS**

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

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the NSP Items provision.

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

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

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

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

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3. Items that do not meet the Productive Use Requirements for information technology products, per Statewide Information Management Manual Section 195.
4. Any other item or class of items specifically excluded from the scope of this CMAS.
5. Public Works and other services NOT in support of the products covered by this CMAS.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not comply with the above requirements. The CMAS contractor will promptly notify the agency issuing the noncompliant order of its rejection and the reasons for its rejection.

**STATE AND LOCAL GOVERNMENTS CAN USE CMAS**

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

PCC 10298 allows any city, county, city and county, district, or other local governmental body or corporation empowered to expend public funds to contract with suppliers awarded CMAS without further competitive bidding. See complete [PCC 10298](#) language at the California Legislative Information website.

PCC 10299 allows any school district empowered to expend public funds to utilize CMAS without further competitive bidding. See complete [PCC 10299](#) language at the California Legislative Information website.

**SELF-DELETING BASE CONTRACT TERMS AND CONDITIONS**

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

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

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**ORDER OF PRECEDENCE**

The CMAS Special Provisions take precedence if there is a conflict between the terms and conditions of the contractor's base contract, packaging, invoices, catalogs, brochures, technical data sheets or other documents. (Also see State of California General Provisions, ORDER OF PRECEDENCE)

**APPLICABLE CODES, POLICIES AND GUIDELINES**

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

**PAYMENTS AND INVOICES**

**1. Payment Terms**

Payment terms for this CMAS are net 45 days.

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

**2. Payee Data Record (Standard 204)**

State Agencies must obtain a copy of the Payee Data Record (Standard 204) in order to process payments. State Ordering Agencies must forward a copy of the Standard 204 to their accounting offices. Without the Standard 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

**3. DGS Administrative and Incentive Fees**

**Orders from State Agencies:**

DGS will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total or remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

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**Orders from Local Government Agencies:**

CMAS contractors, who are not California certified small businesses, are required to remit to DGS an incentive fee equal to a percentage of the total of all local government agency orders (excluding sales tax and shipping) placed against their CMAS.

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

For more information on the incentive fees see the CMAS Management Guide.

**4. Contractor Invoices**

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

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

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

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

**5. Advance Payments**

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

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

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

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**6. Credit Card**

The CMAS contractor accepts the State of California credit card (VISA CAL-Card).

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

**7. Leasing/Financing**

California State Agencies should use the Golden State Financial Marketplace (GS SMarT) program for all financing and leasing needs. California Local Government Agencies (counties, cities, K-12 school districts, community colleges, California State Universities, Universities of California, etc.) may utilize the GS SMarT program for financing and leasing according to PCC 14937. The minimum dollar amount for Local Government Agency financing and leasing is \$100,000.

**8. Lease/Purchase Analysis**

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

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

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS SMarT State Financial Marketplace. Buyers may contact the GS SMarT Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

**9. Leasing**

The State reserves the right to select the form of payment for all procurements, whether it is an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS SMarT and/or Lease SMarT). If payment is through the financial marketplace, the CMAS contractor will invoice the State and the State will approve the invoice. The selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State. Buyers may contact the GS SMarT Unit via e-mail at [SFM@dgs.ca.gov](mailto:SFM@dgs.ca.gov) for further information.

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**OBTAINING COPY OF CMAS**

A copy of this CMAS can be obtained at [State Leveraged Procurement Agreements](#). Links to the CMAS Special Provisions and base contract are available on the front page of this CMAS agreement.

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

**FEDERAL DEBARMENT**

When federal funds are expended, the agency is required to obtain (retain in file) a signed “[Federal Debarment](#)” certification from the CMAS contractor before the purchase order is issued. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**CONTRACTOR TRAVEL**

The Travel provision is not applicable to this CMAS.

**AMERICANS WITH DISABILITY ACT**

To view the [DGS Accessibility Policy](#), please visit the DGS website.

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**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](http://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.

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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, et cetera) 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, structural details and seismic calculations (or tests) are required for the floor anchorage only and for the purpose of calculations (or tests). It shall be assumed that the floor is either 6” reinforced concrete or 1 to 1 ¼ inch plywood (or similar material) requiring “through” bolts.

Floor attachment provisions for office type furniture shall be non-obtrusive and shall be consistent with the design of the cabinets, files, shelves, et cetera.

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The contractor shall supply to the ordering agency drawings and calculations (or test results) approved and signed by a California registered civil or structural engineer, detailing the floor anchorage provisions and their compliance with seismic requirements.

In addition, step-by-step instructions and drawings (minimum size 8 ½ inches by 11 inches) of sufficient clarity and detail shall be supplied to the ordering agency for approval and provided with each cabinet, file, shelf, et cetera, detailing the method(s) of floor attachment required to meet seismic requirements.

The contractor shall also provide with each cabinet, file, shelf, et cetera, the hardware necessary to attach the unit to both types of flooring. As stated above, floors are assumed to be either 6-inch reinforced concrete or 1 to 1 ¼ inch plywood.

**CONTRACTOR NOTE**

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**

Agencies must adhere to the guidelines specified in Management Memo 15-05, and utilize surplus Modular Systems Furniture to the greatest extent possible. See MM 15-05 ([www.dgs.ca.gov/-/media/Divisions/OSPPR/Memos/MM15\\_05.pdf?la=en&hash=9BBC7FC08A8F75A12FA63F4C376FF885D9F4BA4D](http://www.dgs.ca.gov/-/media/Divisions/OSPPR/Memos/MM15_05.pdf?la=en&hash=9BBC7FC08A8F75A12FA63F4C376FF885D9F4BA4D)) for the steps to be taken prior to purchasing Modular Systems Furniture from this CMAS.

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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.